1. Public Notice 7-27-26

   Documents:

   7-27-26 RULES NOTICE.PDF

2. Emergency Agenda 7-27-26

   Documents:

   ER AGENDA 7-27-26.PDF

3. Contracts 7-27-26

   Documents:

   A-16-26.PDF
   A-62-26.PDF
   B-12-26 NCWEB.PDF
   E-91-26 NCWEB.PDF
   E-92-26 NCWEB.PDF
   E-94-26 NCWEB.PDF
   E-95-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE ON MONDAY, JULY 27TH , 2026, AT 1:00 PM IN

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

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings. At meetings of the Legislature's committees and prior to the call of the first committee, members of the public may speak on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublic-Comment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

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

DATED: JULY 20TH, 2026
Mineola, NY

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

NASSAU COUNTY LEGISLATURE

15th TERM MEETING AGENDA

EMERGENCY AGENDA

JULY 27TH, 2026 1:00 PM

**Scan the QR code to submit written public comment,
which will be incorporated into the record of this meeting.**

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
197-26	**OMB**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING APRIL 1, 2026 THROUGGH JUNE 30, 2026; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 197-26 (OMB)
198-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 198-26 (CE)
199-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE SANITARY DISTRICT NO. 2 (TOWN OF HEMPSTEAD) IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 199-26 (CE)
200-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WESTBURY MEMORIAL PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 200-26 (CE)
201-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO A PROJECT FUNDING FOR THE PURCHASE OF GOODS. 201-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
202-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF ROCKVILLE CENTRE IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 202-26 (CE)
203-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CARLE PLACE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 203-26 (CE)
204-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING EH COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WESTBURY UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 204-26 (CE)
205-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE SANITARY DISTRICT NO. 2 (TOWN OF HEMPSTEAD) IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 205-26 (CE)
206-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE SOUTH HEMPSTEAD FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 206-26 (CE)
207-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE OCEANSIDE FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 207-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
208-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF LYNBROOK IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 208-26 (CE)
209-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE LAKEVIEW PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 209-26
210-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INFORPORATED VILLAGE OF WESTBURY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 210-26 (CE)
211-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE BALDWIN UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 211-26 (CE)
212-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE UNION FREE SCHOOL DISTRICT 10-524 IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 212-26 (CE)
213-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FREPORT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR SERVICES AND GOODS. 213-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
214-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE BOARD OF EDUCATION SYOSSET CENTRAL SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR SERVICES AND GOODS. 214-26 (CE)
215-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE LAKEVIEW PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR SERVICES AND GOODS. 215-26 (CE)
216-26	**AT**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 216-26 (AT)
217-26	**PW**	**R**	**ORDINANCE NO. – 2026** AN ORDINANCE TO AMEND ORDINANCE NO. 69-2025, AS AMENDED BY ORDINANCE NO. 22-A-2026, ADOPTING THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2026, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 217-26 (PW)
218-26	**PW**	**R**	**ORDINANCE NO. – 2026** BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $589,841,556 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 218-26 (PW)
219-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE UNIONDALE UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 219-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
220-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANINTER-MUNICIPAL AGREEMENT WITH THE HEMPSTEAD UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 220-26 (CE)
221-26	**PW**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH. 221-26 (PW)
222-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 222-26 (CE)
223-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 223-26 (CE)
224-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 224-26 (CE)
225-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF MINEOLA IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 225-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
226-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE UNIONDALE PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 226-26 (CE)
227-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE ATLANTIC BEACH FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 227-26 (CE)
228-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE OUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WOODMERE FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 228-26 (CE)
229-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF NORTH HEMPSTEAD IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 229-26 CE
230-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH FARMINGDALE UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 230-26 (CE)
231-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF PORT WASHINGTON NORTH IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 230-26 (CE)

Clerk Item No.	Proposed By	Assigned To	Summary
232-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH ELMONT UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 232-26 (CE)
233-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE GLEN COVE CITY SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 233-26 (CE)
234-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXCECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH PORT WASHINGTON PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING TO RENOVATE THE LIBRARY'S LOCAL HISTORY CENTER ARCHIVES. 234-26 (CE)
235-26	**PK**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MERRICK CHAMBER OF COMMERCE, INC. 235-26 (PK)
236-26	**CE**	**R**	**RESOLUTION NO. - 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE BETHPAGE FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 236-26 (CE)

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-16-2026

Subject: Radio Maintenance and Repair (S/B 28760-06195-141)	Date: June 25, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Motorola Solutions Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-16-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro, Buyer

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 20 P 3:54

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
7/17/2026	Chief Procurement Officer	7/20/26	Budget
7/20/26 JES	County Attorney	7/20/26	County Executive
7/20/26 Insurance			

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To award and execute a blanket purchase order between the Nassau County Police Department and Motorola Solutions Inc. for Radio Maintenance and Repair

Discussion: This solicitation was advertised in The Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation 29*	**Vendors bid on this solicitation 1**
6 Woman owned business	0 Woman owned business
11 Minority (African/American)	0 Minority (African/American)
23 Small Business	0 Small Business
1 Service Disabled (Veteran) owned	0 Service Disabled (Veteran) Owned
1 Veteran Owned Business	0 Veteran Owned Business
7 None of the Above	1 None of the Above

The identified lowest responsible bidder, Motorola Solutions Inc. is not listed in any of the above categories.

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Eight Million Dollars (8,000,000.00) from general funds PDPDH1568 DE531. Ther term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends approval of the blanket purchase order to Motorola Solutions Inc.

- **Some vendors listed themselves in multiple categories.**

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-16-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 25, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF EIGHT MILLION DOLLARS ($8,000,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO MOTOROLA SOLUTIONS INC. FOR RADIO MAINTENANCE AND REPAIR.

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

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MOTOROLA SOLUTIONS INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 28760-06195-141 for radio maintenance and repair for the Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Motorola Solutions Inc. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Motorola Solutions Inc.

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 05/12/2026 10:22:36 am

Vendor: Motorola Solutions Inc

Title: AE

Rev. 3-2016

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: 11/17/2025

1) Proposer's Legal Name: Motorola Solutions INC

2) Address of Place of Business: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/ Territory: NJ Zip/Postal Code: 07677

Country: US

3) Mailing Address (if different): 123 Tice BLVD

City: woodcliff lake State/Province/ Territory: NJ Zip/Postal Code: 07677

Country: US

Phone: (212) 629-1794

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

4) Dun and Bradstreet number: 00-132-5463

5) Federal I.D. Number: 36-1115800

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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 conflicts exist

(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 conflicts exist

(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 conflicts exist

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.

Motorola Solution's Inc's employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of intrest section available upon request.

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 [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
01/04/2011

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.
See 10-K

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

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
21000

vi) Annual revenue of firm;
10000000000

vii) Summary of relevant accomplishments
See 10-k

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

B. Indicate number of years in business.
14

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
see 10-k

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

Company	New Jersey State Police		
Contact Person	Daniel Elliott		
Address	1040 River Rd		
City	Ewing Township, NJ 08628	State/Province/Territory	NJ
Country	US		
Telephone	(609) 358-1433		
Fax #			
E-Mail Address	Daniel.Elliott@njsp.org		

Company	New York State Police		
Contact Person	Peter Komarnicki		
Address	1220 WASHINGTON AVE BLDG 5 5TH FLOOR		
City	Albany, NY 12226	State/Province/Territory	NY

Country	US
Telephone	(518) 810-1675
Fax #	
E-Mail Address	Peter.Komarnicki@troopers.ny.gov

Company	Burlington County		
Contact Person	John Kafka		
Address	53 Academy Dr		
City	Westampton Township, NJ 08060	State/Province/Territory	NJ
Country	US		
Telephone	(609) 518-7762		
Fax #			
E-Mail Address	jkafka@co.burlington.nj.us		

I, Matthew Tannenbaum , 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, Matthew Tannenbaum , 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: Motorola Solutions INC

Electronically signed and certified at the date and time indicated by:
Matthew Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

AE
Title

05/08/2026
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: Matt Tannenbaum
   Date of birth: 01/08/1974
   Home address: 97 Crystal Hill Dr
   City: Pomona State/Province/ Territory: NY Zip/Postal Code: 10970
   Country: US

   Business Address: 123 Tice BLVD, Suite 202
   City: woodcliff lake State/Province/ Territory: NJ Zip/Postal Code: 07677
   Country US
   Telephone: 2126291794

   Other present address(es):
   City: Pomona State/Province/ Territory: NY Zip/Postal Code: 10970
   Country: US
   Telephone: 2126291794

   List of other addresses and telephone numbers attached

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

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

   Type: Other
   Description: Account Rep
   Start Date: 07/01/2013

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

- Frontline Sales------Sold this company in 2011
- Lightbars.com LLC------Sold this company in 2011
- MTA Technologies------Consulting company currently inactive
- Capitol Sales & Marketing Group, Inc------Sold this company in 2011
- Lightbars, Inc------Consulting company currently active

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Matthew Tannenbaum , 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, Matthew Tannenbaum , 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.

Motorola Solutions INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Matthew Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

AE

Title

05/08/2026 01:26:41 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: Roy Kirchner
   Date of birth: 08/22/1972
   Home address: 124 New Brunswick Ave
   City: Lavallette State/Province/Territory: NJ Zip/Postal Code: 08735
   Country: US

   Business Address: 123 Tice Blvd
   City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677
   Country US
   Telephone: 7326744899

   Other present address(es):
   City: Lavallette State/Province/Territory: NJ Zip/Postal Code: 08735
   Country: US
   Telephone: 7326744899

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/01/2016		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, LeRoy Kirchner , 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, LeRoy Kirchner , 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

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Motorola Solutions

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roy Kirchner ROYKIRCHNER@MOTOROLASOLUTIONS.COM

Vice President

Title

05/08/2026 01:25:55 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

2. Entity's Vendor Identification Number: 36-1115800

3. Type of Business: Public Corp (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):

2 File(s) uploaded: 2026 BOD.jpg, 2026 Exec Committe.jpg

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.

Public Company, 10-K uploaded to portal already for 2026

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.

Please refer to website for complete worldwide list

https://www.motorolasolutions.com/en_xu/about/subsidiaries.html

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 [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 05/12/2026 10:35:30 am

Title: AE

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.



Greg Brown

Chairman and Chief Executive Officer



Jack Molloy

Executive Vice President and Chief Operating Officer



Kathi Moore

Senior Vice President, Human Resources



Rajan Naik

Senior Vice President, Strategy & Ventures



Jim Niewiara

Senior Vice President, General Counsel



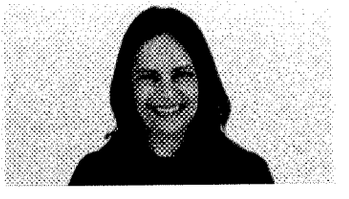
Mahesh Saptharishi

Executive Vice President and Chief Technology Officer



Jason J. Winkler

Executive Vice President and Chief Financial Officer



Cynthia Yazdi

Senior Vice President, Chief of Staff to the Chairman and CEO



Gregory Q. Brown

Chairman and Chief Executive Officer, Motorola Solutions, Inc.



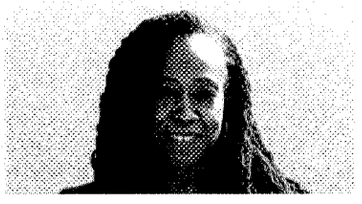
Kenneth D. Denman

Lead Independent Director of the Board, Motorola Solutions, Inc. and Managing Director, Sway Ventures



Nicole Anasenes

Former Chief Financial Officer and Senior Vice President, Finance, ANSYS



Dr. Ayanna Howard

Dean of the College of Engineering, The Ohio State University



Mark Lashier

Chairman and Chief Executive Officer, Phillips 66



Peter Leav

Senior Advisor, TPG Inc.



Elizabeth Mann

Executive Vice President and Chief Financial Officer of Verisk



Gregory K. Mondre

Co-CEO and Managing Partner, Silver Lake

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2025
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 W. Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices, zip code)
(847) 576-5000
Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class			Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	$0.01	Par Value	MSI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 27, 2025 (the last business day of the registrant's most recently completed second quarter) was approximately $61.0 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 6, 2026 was 165,658,912.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its 2026 Annual Meeting of Shareholders (the "Proxy Statement"), to be filed within 120 days of the end of the fiscal year ended December 31, 2025, are incorporated by reference into Part III of this Annual Report on Form 10-K (this "Form 10-K").

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Throughout this Form 10-K we "incorporate by reference" certain information in parts of other documents filed with the Securities and Exchange Commission (the "SEC"). The SEC allows us to disclose important information by referring to it in that manner. Please refer to such information.

"Motorola Solutions" (which may be referred to as the "Company," "we," "us," or "our") means Motorola Solutions, Inc. or Motorola Solutions, Inc. and its subsidiaries, or one of our segments, as the context requires. MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo, as well as iDEN are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license.

Forward-Looking Statements

Statements in this Form 10-K which are not historical in nature are forward-looking statements within the meaning of applicable federal securities law. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and generally include words such as "believes," "expects," "intends," "aims," "estimates" and similar expressions. We can give no assurance that any future results or events discussed in these statements will be achieved. Any forward-looking statements represent our views only as of today and should not be relied upon as representing our views as of any subsequent date. Readers are cautioned that such forward-looking statements are subject to a variety of risks and uncertainties that could cause our actual results to differ materially from the statements contained in this Form 10-K. Some of these risks and uncertainties include, but are not limited to, those discussed in "Part I. Item 1A. Risk Factors" of this Form 10-K and those described elsewhere in this Form 10-K or in our other SEC filings. Forward-looking statements include, but are not limited to, statements under the following headings: (1) "Business," about: (a) industry growth and demand, including opportunities resulting from such growth, (b) demand for, growth related to, and benefits of, new products, (c) customer spending and behavior and requests for vendor financing, (d) the impact of our strategy and focus areas, (e) the impact from the loss of key customers, (f) our practice of subcontracting work to other companies to fulfill customer needs, (g) the impact of existing and future regulatory matters on our business, (h) the firmness of each segment's backlog and recognizing backlog as revenue, (i) the competitiveness of the patent portfolio, and (j) the availability and costs of materials and components and the impact of such availability and costs; (2) "Risk Factors," about potential impacts of the risks we face; (3) "Cybersecurity," about potential impacts of risks from cybersecurity threats; (4) "Legal Proceedings," about the ultimate disposition of pending legal matters and timing; (5) "Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities," about the potential return of capital to our shareholders through dividend payments; (6) "Management's Discussion and Analysis of Financial Condition and Results of Operations," about: (a) the impact of changes in the global trade environment (including tariffs), geopolitical events and volatility in the global supply chain on our business, and our actions in response thereto, (b) the impact of the "One Big Beautiful Bill Act" on our business and federal government customers, (c) the impact of acquisitions and other investments on our business, (d) market growth, demand, spending and resulting opportunities, (e) industry growth and demand, including opportunities resulting from such growth, (f) growth related to, and benefits of, new products, (g) the growth of sales opportunities in our Products and Systems Integration and Software and Services segments, (h) the return of capital to shareholders through dividends and/or repurchasing shares, (i) the impact and success of our business strategy and portfolio, (j) future payments, charges, and use of accruals associated with our reorganization of business programs and employee separation costs, (k) our ability and cost to repatriate funds, (l) the liquidity of our investments, (m) our ability and cost to access the capital markets, (n) our ability to borrow and the amount available under our credit facilities, (o) adequacy of internal resources to fund expected working capital, capital expenditure and cash requirements, (p) future cash flows generated from operations, and future uses of such cash, (q) expected payments pursuant to commitments under agreements and other obligations in the short-term and long-term, (r) the ability to meet minimum purchase obligations, (s) the impact of contractual damage claims exceeding the underlying contract value, (t) our ability to sell accounts receivable and the terms and amounts of such sales, (u) the outcome and effect of ongoing and future legal proceedings, and (v) requests for vendor financing; and (7) "Quantitative and Qualitative Disclosures about Market Risk," about: (a) the impact of foreign currency risk, and (b) future hedging activity and expectations of the Company.

PART I

Item 1: Business

Overview | Solving for safer

Motorola Solutions is a global leader in mission-critical safety and security technologies for public safety, government, including defense, and enterprise customers. Our business is focused on safety and security, driven by our commitment to help create safer communities, safer schools, safer hospitals, safer businesses, and ultimately, safer nations. Grounded in nearly 100 years of close customer and community collaboration, we design and advance technology for more than 100,000 customers in over 100 countries with the goal of making everywhere safer for all.

Our ecosystem of safety and security technologies includes Mission Critical Networks ("MCN"), Video Security and Access Control ("Video") and Command Center. Our strategy is to generate value through our technologies that help meet the changing needs of our customers around the world in protecting people, property and places. While each technology individually strives to make users safer and more productive, we believe we can enable better outcomes for our customers by uniting these technologies as a comprehensive integrated safety and security system. Our goal is to help dismantle silos and barriers between people and systems, so that data unifies, information flows, operations run and collaboration improves to help strengthen safety and security everywhere.

We support public safety and defense agencies in their mission to protect communities and countries. We additionally serve our growing base of enterprise customers, including schools, hospitals, businesses and stadiums, as the criticality of safety and security becomes increasingly important. Across these diverse sectors, our technologies facilitate the connection between those in need and those who can help, enabling the collaboration that is critical for a more proactive approach to safety and security.

This collaboration is clearly illustrated in a school setting: When a teacher presses a panic button, our technologies can automatically notify local law enforcement, trigger a lockdown to secure all entries, share live video feeds with first responders and send mass notifications to key stakeholders. This integrated workflow helps schools to detect, respond to and resolve safety and security threats faster and more effectively.

We are incorporated under the laws of the State of Delaware as the successor to an Illinois corporation, Motorola, Inc., organized in 1928. We changed our name from Motorola, Inc. to Motorola Solutions, Inc. on January 4, 2011. Our principal executive offices are located at 500 W. Monroe St., Chicago, Illinois 60661.

Business Organization

We manage our business through two segments: "Products and Systems Integration" and "Software and Services." Within these segments, we report net sales across three principal product lines:

- MCN: Infrastructure, mobile ad-hoc network ("MANET") technology, devices (two-way radio and broadband, including both for public safety and professional and commercial radio ("PCR")), software and AI-powered capabilities. MCN includes installation and integration, backed by managed and support services, to help assure mission-critical communications availability, security and resiliency;
- Video: Cameras (fixed, body-worn, in-vehicle), access control, sensors, infrastructure, video management, video monitoring, software and AI-powered analytics that enable visibility of events and focus attention on what's important, to inform faster and more accurate decisions and actions; and
- Command Center: Command center solutions, software applications and AI-powered capabilities, that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions.

Following the acquisition of Silvus Technologies Holdings Inc. ("Silvus") in August 2025, we renamed our "Land Mobile Radio Communications" technology to "Mission Critical Networks." We combined our legacy Land Mobile Radio portfolio with the newly acquired Silvus and now report net sales under MCN. This name change does not require any financial information to be reclassified from previous periods.

We have invested across these three technologies organically and through acquisitions to evolve our land mobile radio ("LMR") focus and expand our ecosystem of safety and security products and services. Across all three technologies, we offer artificial intelligence ("AI")-powered capabilities and software solutions, services such as cybersecurity subscription services and managed and support services.

The principal products within each segment, by technology, are described below:

Products and Systems Integration Segment

In 2025, the segment's net sales were $7.3 billion, representing 62% of our consolidated net sales.

MCN

Our MCN technology includes infrastructure and devices for LMR, MANET, as well as devices for public safety Long Term Evolution ("LTE") and public carrier LTE. Our technology enables voice and multimedia collaborations across two-way radio, Wi-Fi and public and private broadband networks. We are a global leader in the two-way radio category, including Project 25 (P25), Terrestrial Trunked Radio (TETRA) and Digital Mobile Radio (DMR), as well as other PCR solutions. We also deliver LTE solutions for public safety, government, including defense, and enterprise users with our portfolio of devices operating in both low-band and mid-band frequencies. Additionally, through our MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, we support defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure.

We believe that public safety, government agencies, including defense, and enterprises continue to trust mission-critical communications systems and devices because they are purpose-built and designed for reliability, availability, security and resiliency to help keep people connected even during the most challenging conditions.

By extending our two-way radios with broadband data capabilities, we strive to provide our customers with greater functionality and multimedia access to the information and data they need in their workflows. Examples include application services such as GPS location to better protect lone workers, job dispatch to assign work orders and over-the-air programming to optimize device uptime. Our view is that complementary data applications such as these enable our customers to work more efficiently and safely, while maintaining their mission-critical voice communications to remain connected and working in collaboration with others.

Primary sources of revenue for this technology come from selling devices and building communications systems, including the installation and integration of our infrastructure equipment within our customers' operations. The MCN technology within the Products and Systems Integration segment represented 84% of the net sales of the total segment in 2025.

Video

Our Video technology includes video management infrastructure, AI-powered security cameras, including fixed and certain mobile video equipment, as well as on-premises and cloud-based access control solutions. We deploy video security and access control solutions to thousands of government, public safety and enterprise customers around the world, including schools, transportation systems, healthcare centers, public venues, commercial real estate, utilities, prisons, factories, casinos, airports, financial institutions, government facilities, state and local law enforcement agencies and retailers.

Organizations utilize video security and access control to verify critical events or incidents in real time and to provide evidentiary data to investigate an event after it occurs. Our view is that government and public safety customers are increasingly turning to video security technologies to increase visibility, accountability and safety for communities and first responders alike.

The Video technology within the Products and Systems Integration segment represented 16% of the net sales of the total segment in 2025.

Software and Services Segment

In 2025, the segment's net sales were $4.4 billion, representing 38% of our consolidated net sales.

MCN

MCN services include support and managed services, which offer a broad continuum of support for our customers. Support services include repair and replacement, technical support and preventative maintenance, and more advanced offerings such as system monitoring, software updates and cybersecurity services. Managed services range from partial to full operational support of customer-owned or Motorola Solutions-owned communications systems. Our customers' systems often have multi-year or multi-decade lifespans that help drive demand for software upgrades, as well as additional services to monitor, manage, maintain and secure these complex networks and solutions. We strive to deliver services to our customers that help improve performance across their systems, devices and applications for greater safety and productivity.

Given the mission-critical nature of our customers' operational environments, we aim to design the mission-critical networks they rely on for reliability, availability, security and resiliency. We have a comprehensive approach to system upgrades that addresses hardware, software and implementation services. As new system releases and data security updates become available, we work with our customers to upgrade software, hardware, or both. This may include site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, network security devices such as firewalls and intrusion detection sensors, on-site or remotely.

The MCN technology within the Software and Services segment represented 58% of the net sales of the total segment in 2025.

Video

Video software includes video network management and access control software, decision management and digital evidence management software, certain mobile video equipment and advanced vehicle location data analysis software, including license plate recognition, site protection, mailroom and visitor management software. Our software is designed to complement video hardware systems, providing end-to-end video security to help keep people, property and places safe.

Our video software integrates AI-powered analytics to deliver operational insights to our customers by bringing attention to important events within their video footage. Given the growing volume of video content, we believe that AI-powered analytics are critical to delivering meaningful, action-oriented insights. Our view is that these insights can help to proactively detect an important event in real time as well as reactively search video content to investigate an important event that occurred in the past. For example, AI-powered analytics can highlight a person at a facility out of hours (unusual activity), locate a missing child at a theme park (appearance search), automate video verification workflows for building access (site protection), flag a vehicle of interest at a school (license plate recognition), send an alert if doors to a restricted area are propped open at a hospital (access control), trigger a school's customized lockdown plan while simultaneously alerting first responders and sharing the school's video footage (decision management) or redact people and objects in video evidence for investigations (digital evidence management).

Our cloud technologies can offer organizations the ability to access, search and manage their video security, intrusion, access control, and mailroom and visitor management systems from a centralized dashboard, accessible on remote devices such as smartphones and laptops via web browser or mobile app. Additionally, our on-premises fixed video systems can be connected to the cloud, enabling our customers to securely access and manage video across their sites from a remote or central monitoring location. We believe that governments, public safety agencies and enterprises are increasingly turning to scalable, cloud-based multi-factor authentication access control to make their facilities more secure.

Our Video services include our "hardware-as-a-subscription" offerings for law enforcement, simplifying procurement by offering cameras in a predictable subscription. Our body cameras can be paired with either on-premises or cloud-based digital evidence management software and complementary command center products. Our cloud solutions are also sold as-a-service, available from single-year to multi-year hosted services, supporting our customers with upgrades and software enhancements to help ensure system performance and technological advancement. We also provide central monitoring services for customers who prefer a turnkey offering.

The Video technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Command Center

Our Command Center portfolio offers cloud-native, on-premises and hybrid software solutions that support the entire public safety workflow, from the initial 911 call through case closure. Our portfolio includes software applications and AI-powered capabilities that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions. Our software serves call takers, dispatchers, first responders, intelligence analysts, records and evidence specialists, detectives, crime analysts, and corrections officers.

Command Center also includes interoperability solutions, ensuring communication across LMR and broadband networks, enabling critical connectivity solutions for both public safety and enterprise customers. We provide flexibility with both cloud-native applications for the command center and devices, as well as cloud features that augment existing on-premises applications, allowing customers to optimize technology investments and adopt a hybrid approach.

The Command Center technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Our Customers and Contracts

We serve government agencies, including defense, state and local public safety agencies, as well as enterprise customers, including schools, hospitals, businesses and stadiums. Our customer base is fragmented and widespread when considering the many levels of government, public safety agency and private sector decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal and departmental independent bodies, along with our enterprise and industrial customers, requires a significant go-to-market investment.

Our sales model includes both direct sales by our in-house sales force, which tends to focus on our largest accounts, and sales through our channel partner program. Our trained channel partners include independent dealers, distributors and software vendors around the world. The dealers and distributors each have their own sales organizations that complement and extend the reach of our sales force. The independent software vendors offer customized applications that meet the specific needs of the customers we serve.

Our largest customer is the U.S. government (through multiple contracts with its various branches and agencies, including the armed services), representing approximately 8% of our consolidated net sales in 2025. The loss of this customer could have a material adverse effect on our revenue and earnings over several quarters as many of our contracts with the U.S. government are long-term in nature. All contracts with the U.S. government, and certain other government agencies within the U.S., are subject to cancellation at the customer's convenience. For a discussion of risks related to these contracts and customer relationships, please refer to "Part I. Item 1A. Risk Factors" in this Form 10-K.

Payment terms with our customers vary worldwide. Generally, contractual payment terms range from 30 to 45 days from the invoice date within North America and typically do not exceed 90 days from the invoice date in regions outside North America. A portion of our contracts include implementation milestones, such as delivery, installation and system acceptance, which generally take six months to two years to complete. Invoicing the customer is typically dependent on completion of the milestones. We generally do not grant extended payment terms. As required for competitive reasons, we may provide long-term financing in connection with equipment purchases. Financing may cover all or a portion of the purchase price. Refer to "Part I. Item 1A. Risk Factors" in this Form 10-K for a discussion of risks related to requests by customers to provide vendor financing.

Generally, our contracts do not include a right of return, other than for standard warranty provisions. Due to customer purchasing patterns and the cyclical nature of the markets we serve, our sales historically have tended to be somewhat higher in the second half of the year, with the fourth quarter being the highest.

Competition

We operate in highly competitive markets that are sensitive to technological advances. Competitive factors in these markets include product quality and reliability, technological capabilities, cost-effectiveness and industry experience. In operating in these competitive markets, we have broadened how we work with our customers, expanding from our LMR focus to include an integrated suite of physical security solutions via our Video and Command Center capabilities, complemented by our MANET solutions. The interplay of technologies, guided by our deep knowledge of public safety, government, including defense, and enterprise workflows, delivers customers one connected system to unify their critical communications, video security, access control, data, and analytics streams.

We experience widespread competition from a growing number of existing and new competitors.

Our major competitors within our MCN, Video and Command Center technologies include the following companies:

Technology	Competitor
MCN	Airbus, BK Technologies, DTC, Doodle Labs, Hytera, iCOM, JVCKenwood Corporation, L3Harris Technologies, Persistent Systems, RCA, Samsung, Sepura, Tait, TrellisWare Technologies, Zebra
Video	Axis Communications, Axon Enterprise, Bosch, Brivo, Dahua Technology Company, Eagle Eye Networks, ECAM, Flock, Genetec, Hanwha Group, Hikvision, Honeywell, Johnson Controls, Milestone Systems, NetWatch, Pro-Vigil, Rhombus, Verkada
Command Center	AlertMedia, AT&T, Axon Enterprise, Carbyne, CentralSquare Technologies, Comtech Telecommunications, Everbridge, Hexagon, Intrado, Mark43, Crisis24, Oracle Public Safety, RapidSOS, Tyler Technologies, Versaterm

Other Information

Backlog

Our backlog includes orders that have been received and are believed to be firm. As of December 31, 2025 and December 31, 2024, our backlog was as follows:

	December 31	
(In millions)	***2025***	*2024*
Products and Systems Integration	$ 3,812	$ 4,135
Software and Services	11,930	10,562
	$ 15,742	$ 14,697

Approximately $4.8 billion of backlog is expected to be recognized as revenue during 2026. The firmness of such orders is subject to future events that may cause the amount recognized to change.

Recent Acquisitions

Segment	Technology	Acquisition	Description	Purchase Price	Date of Acquisition
Software and Services	Video Security and Access Control	Blue Eye	Provider of AI-powered enterprise remote video monitoring ("RVM") services.	$79 million and share-based compensation of $1 million	November 18, 2025
Products and Systems Integration & Software and Services	Mission Critical Networks	Silvus Technologies	Designer and developer of software-defined high-speed MANET technology.	$4.4 billion and share-based compensation of $20 million	August 6, 2025
Software and Services	Command Center	Theatro	Creator of AI and voice-powered communication and digital workflow software for frontline workers.	$174 million and share-based compensation of $5 million	March 6, 2025
Software and Services	Command Center	RapidDeploy	Provider of cloud-native 911 solutions.	$240 million and share-based compensation of $6 million	February 21, 2025
Software and Services	Command Center	3tc Software	Provider of control room software solutions.	$23 million and share-based compensation of $4 million	October 29, 2024
Software and Services	Command Center	Noggin	Provider of cloud-based business continuity planning, operational resilience and critical event management software.	$92 million and share-based compensation of $19 million	July 1, 2024
Software and Services	Video Security and Access Control	Unnamed vehicle location and management solutions business	Provider of vehicle location and management solutions.	$132 million and share-based compensation of $3 million	July 1, 2024
Products and Systems Integration	Video Security and Access Control	Silent Sentinel	Provider of specialized, long-range cameras.	$37 million	February 13, 2024
Products and Systems Integration	Video Security and Access Control	IPVideo	Creator of a multifunctional safety and security device.	$170 million and share-based compensation of $5 million	December 15, 2023

Research and Development

We prioritize investments in research and development ("R&D") to expand and improve our products through both new product introductions and continuous enhancements to our core products. Our R&D programs are focused on the development of MCN, Video and Command Center.

R&D expenditures were $970 million in 2025, $917 million in 2024 and $858 million in 2023. As of December 31, 2025, we had approximately 40% of our employees engaged in R&D and engineering globally, with principal facilities in the United States, Poland and Malaysia. In addition, we engage in R&D activities with joint development and manufacturing partners and outsource certain activities to engineering firms to further supplement our internal spend.

Intellectual Property Matters

Patent protection is an important aspect of our operations. We have a portfolio of U.S. and foreign utility and design patents relating to our products, systems and technologies, including developments in radio frequency technology and circuits, wireless network technologies, drone technologies, over-the-air protocols, mission-critical communications, software and services, video security and access control, and next-generation enterprise and public safety. Each year, we also file new patent applications with the U.S. Patent and Trademark Office and foreign patent offices.

We license some of our patents to third parties, but licensing is not a significant source of revenue for our business. We are also licensed to use certain patents owned by others. Royalty and licensing fees vary from year to year and are subject to the terms of the agreements and sales volumes of the products subject to the license. Motorola Solutions has a royalty-free license under all of the patents and patent applications assigned to Motorola Mobility at the time of the separation of the two businesses in 2011.

We actively participate in the development of standards for interoperable systems. Our patents are used in standards in which our products and services are based. We offer standards-based licenses to those patents on fair, reasonable and non-discriminatory terms.

We believe that our patent portfolio will continue to provide us with a competitive advantage in our core product areas and provide leverage in the development of future technologies. While we are not dependent on a single patent or even a few patents, we do have patents that protect features and functionality of our products and services. While these patents are important, our success also depends upon our extensive know-how, innovative culture, technological leadership and distribution channels. We do not rely solely on patents or other intellectual property rights to protect or establish our market position; however, we will enforce our intellectual property rights when necessary to protect our innovation, or in some cases where attempts to negotiate mutually agreeable licenses are not successful.

We seek to obtain patents, copyright registrations and trademark registrations to protect our proprietary positions whenever possible and wherever practical. As of December 31, 2025, we owned approximately 6,630 granted patents in the U.S. and foreign countries and had approximately 690 U.S. and foreign patent applications pending. Foreign patents and patent applications are mostly counterparts of our U.S. patents. During 2025, we were granted approximately 295 patents in the U.S. and in foreign countries.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives thereof ("Motorola Marks") and, since 2010, we have licensed the Motorola Marks from Motorola Trademark Holdings, LLC. which is currently owned by Motorola Mobility. For a description of the risks we face related to intellectual property, refer to "Part I. Item 1A. Risk Factors" of this Form 10-K.

Inventory and Raw Materials

Our practice is to carry inventory levels to meet customers' delivery requirements. We provide custom products that require the stocking of inventories and a large variety of piece parts and replacement parts in order to meet delivery and warranty requirements. To the extent supplier product life cycles are shorter than ours, stocking of lifetime-buy inventories may be required to meet long-term warranty and contractual requirements. In addition, replacement parts are stocked for delivery on customer demand within a short delivery cycle.

We currently procure certain materials and components, inclusive of memory, from single-source vendors. A material disruption from a single-source vendor may have a material adverse impact on our results of operations. If certain single-source suppliers were to become capacity-constrained or insolvent, it could result in a reduction or interruption in supplies or an increase in the price of supplies and adversely impact our financial results. In addition, we import products, materials and components that are subject to import duties, and various trade actions affecting these imported products could have a negative impact on our results of operations. In 2025, the U.S. initiated a series of trade actions that imposed new tariffs and increased existing tariffs on goods imported from various countries, contributing to higher import duties applicable to us in 2025.

We engage with global contract manufacturers who manufacture the majority of our products across a diverse network of manufacturing locations worldwide, including facilities for our products in Mexico and Malaysia. We also manufacture, assemble, customize, stage and integrate products in the U.S.

Labor is generally available in reasonable proximity to our manufacturing facilities and the manufacturing facilities of our largest outsourced manufacturing suppliers. As needed, we may subcontract work to other companies to fulfill customer needs in geographical areas where we do not have coverage or for additional services we do not provide.

Natural gas, electricity and, to a lesser extent, oil are the primary sources of energy for our manufacturing operations. In addition, rare earth minerals and other commodities are used in our manufacturing operations. Each of these resources is currently in adequate supply for our operations. Increases in the cost of commodities used in our manufacturing operations and any difficulty in obtaining any of the aforementioned resources could negatively affect our financial results.

For a description of risks related to our supply chain, our utilization of third parties to manufacture our products, and our use of the services of subcontractors, refer to "Part 1. Item 1A. Risk Factors: of this Form 10-K.

Government Regulations

Environment, Worker Health and Safety

Some of our operations, both ongoing and discontinued, are regulated under various federal, state, local and international laws governing the environment and worker health and safety, including those governing the discharge of pollutants into the ground, air and water, the management and disposal of hazardous substances and wastes, and the cleanup of contaminated sites, as well as relating to the protection of the environment. Certain products of ours are subject to various federal, state, local and international laws governing chemical substances in products.

Certain aspects of our operations and supply chain have become, and are expected to become, increasingly subject to federal, state, local and international laws, regulations and international treaties and industry standards relating to environmental and social impacts, risks and opportunities. For example, in the European Union (the "EU"), the EU Corporate Sustainability Reporting Directive, EU Corporate Sustainability Due Diligence Directive and EU taxonomy initiatives will introduce, in staggered timelines, additional due diligence and disclosure requirements addressing sustainability that will apply to us in the coming years.

Radio Spectrum Regulations

Radio spectrum is required to provide wireless voice, data and video communications services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services, including enterprise, public safety and government users. We manufacture and market products and provide services in spectrum bands already allocated by regulatory bodies. These include voice and data infrastructure, mobile radios and portable or hand-held devices. Consequently, our results could be negatively affected by the rules and regulations adopted by regulatory agencies. Our products operate both on licensed and unlicensed spectrum. The availability of additional radio spectrum may provide new business opportunities. Conversely, the loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands (e.g., the sharing of previously dedicated or other spectrum) may require modifications to some of our products so they can continue to be manufactured and marketed. Based on growing demands for broadband, regulators continue to consider repurposing narrowband spectrum to broadband.

Telecommunications Regulations

Certain of our offerings include telecommunications or other communications services that are or may be subject to regulation in various federal, state, and international jurisdictions. For example, we are a provider of selective routing services for 911 calls in the U.S., which subjects us to various regulations, including those for 911 service reliability. As another example, we provide WAVE PTX push-to-talk offerings with and without telecommunications connectivity in various countries internationally. Additional types of regulations applicable to our offerings that include telecommunications or other communications services may include certification or licensing requirements, cybersecurity and incident reporting obligations, and regulatory fee requirements. If we do not comply with applicable rules and regulations, we could be subject to enforcement actions, fines and restrictions on our ability to operate or offer certain of our services.

Artificial Intelligence and Biometrics Regulations

The U.S. federal government and many state and local governments have adopted or are considering laws or regulations governing the use of AI and biometrics, including facial recognition, license plate recognition technology and AI-generated police reports, which in some instances cover certain products and services we offer. Similar laws and regulations are being enacted or considered in some jurisdictions outside the U.S., including the EU. Such regulation could impact a number of our products.

Compliance with the laws currently in effect described above did not have a material effect upon our capital expenditures, earnings or competitive position in 2023, 2024 and 2025. For a description of the risks we face related to these and other regulatory matters, refer to "Part 1. Item 1A. Risk Factors" of this Form 10-K.

Human Capital Management

We have a "people first" philosophy. Our employees are our driving force, drawn from all segments of our global society to make a difference for our customers.

As of December 31, 2025, we employed approximately 23,000 people globally, with 51% in the North America region and 49% in the International region. Of our total global employees, approximately 40% were employed in R&D and engineering.

Our goal is to foster a workplace where our employees feel that their unique perspectives and abilities drive both personal growth and our Company's success. We believe the next big idea can come from anyone, anywhere, at any time. We are intensely focused on investing in our employees' growth, offering structured mentorship, rotational programs and a wide array of technical and professional development resources. These opportunities empower our teams to network, build critical skills and actively influence the future of public safety, defense and enterprise security.

We strive for business growth by creating a supportive and inclusive environment where employees feel engaged, connected to our business and invested in the collective success of our customers and communities. Our human resources team works with business functional leaders to perform annual talent reviews, assessing every team member's performance and identifying development opportunities. This is complemented by specialized training that enables these leaders to use our corporate values to guide behaviors and lead teams effectively. This comprehensive process fosters growth across our Company by focusing on high-potential talent and rigorous succession planning development for our most critical roles.

As part of our compensation philosophy, we strive to offer and maintain market-competitive wages, incentives and benefits to attract and retain talent, and we review our rewards programs each year in an effort to ensure they are competitive with local market practices in the industries and countries where we operate. Our total rewards package for our global employees includes broad-based stock grants and bonuses, an employee stock purchase plan, healthcare, wellness and retirement benefits, paid parental and family leave, commuter benefits, paid time off (including flexible time off for U.S. exempt employees), flexible work options and other assistance and support for employees going through life-changing events.

We are committed to fostering a culture where all our employees can thrive, our customers and communities are supported and our partners recognize and share in our values. We invest in a broad spectrum of programs each year to support employees globally, including our business councils that are open to all employees to enable networking and engagement across the Company. We continued to see high levels of employee participation in 2025.

The safety of our employees remains a priority, and we continuously strive to provide a safe and injury-free workplace, using our global environmental, health and safety management system to facilitate program and reporting consistency at our sites. Our general approach includes assessing risks and identifying controls through the use of our comprehensive job hazard and risk assessment tool.

Material Dispositions

None.

Available Information

We make available free of charge through the Investor Relations section of our website, www.motorolasolutions.com/investors, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, other reports filed under the Securities Exchange Act of 1934, as amended ("Exchange Act"), and all other reports and amendments filed with, or furnished to, the SEC simultaneously or as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Our reports are also available free of charge on the SEC's website, www.sec.gov. Also available free of charge on our website, as provided above, are the following corporate governance documents:

- Motorola Solutions, Inc. Restated Certificate of Incorporation
- Motorola Solutions, Inc. Amended and Restated Bylaws
- Board Governance Guidelines
- Director Independence Guidelines
- Principles of Conduct for Members of the Motorola Solutions, Inc. Board of Directors
- Motorola Solutions Code of Business Conduct, which is applicable to all Motorola Solutions employees, including the principal executive officers, the principal financial officer and the controller (principal accounting officer)
- Audit Committee Charter
- Compensation and Leadership Committee Charter
- Governance and Nominating Committee Charter

All of our reports and corporate governance documents may also be obtained electronically and without charge by contacting Investor Relations at *investors@motorolasolutions.com*. Our website and the information contained therein or incorporated therein are not incorporated by reference into and are not a part of this Form 10-K.

Item 1A: Risk Factors

You should carefully consider the risks described below in addition to our other filings with the SEC and the other information set forth in this Form 10-K, including the "Management's Discussion and Analysis of Financial Conditions and Results of Operations" section in Part II. Item 7 and our consolidated financial statements in Part II. Item 8. If any of the risks and uncertainties described in the cautionary factors described below actually occur or continue to occur, our business, financial condition, results of operations, reputation and the trading price of our common stock could be materially and adversely affected. These risks may be amplified by the effects of macroeconomic events or developments. Moreover, the risks below are not the only risks we face and additional risks not currently known to us or that we presently deem immaterial may emerge or become material at any time and may negatively impact our business, financial condition, results of operations, reputation or the trading price of our common stock.

Risks Related to Our Ability to Grow Our Business

As we introduce new products and services and enhance existing products and services, we may face increased areas of risk related to the success of such products and services that we may not be able to properly assess or mitigate, as well as increased competition and additional compliance obligations, each of which could harm our reputation, market share, results of operations and financial condition or result in additional obligations or liabilities for our business.

The markets for certain products and services of ours are characterized by evolving technologies, industry standards and customer preferences. For example, the software and video security industries have been characterized by rapidly changing customer preferences in favor of cloud solutions and the adoption of AI capabilities. In some cases, it is unclear what specific technology will be adopted in the market or what delivery model will prevail. As another example, there have been and are currently initiatives by governments in several countries to transition public safety communications away from LMR networks onto public mobile broadband networks. While such initiatives have gained limited traction to date, if customers conclude that public mobile broadband networks, potentially augmented with emerging technologies, provide adequate resiliency, coverage, control, and cost for their critical communication needs, it could adversely affect our MCN sales. Our MCN sales could also be adversely affected by evolving technologies created to defeat encryption or our products' ability to communicate in a contested environment, which could result in our MCN radios becoming less secure or effective. The process of developing new products and services and enhancing existing products and services to meet such evolving technologies, industry standards and customer preferences is complex, costly and uncertain. Any delay by us to effectively, and in a timely manner, introduce new products and services or enhance current products and services, including by accurately predicting technological and business trends, controlling research and development costs or executing our strategy, could significantly harm our reputation, market share, results of operations or financial condition. Many of our products and services are complex and we may experience delays in completing development or introducing new products or services in the future.

In addition, new technologies and new competitors continue to enter our markets at a faster pace than in the past, and customer trends also continue to evolve at a rapid pace, resulting in increased competition. We may continue to face increasing competition from both incumbents and emerging competitors as customer contracts become larger, more complicated, and include an expanded range of services or complex product requirements. For example, with our acquisition of Silvus in August 2025 and expanded defense opportunities, we now face increased competition for certain products and services from startups and defense contractors that may have certain competitive advantages. Another area in which we face significant competition is AI. Other companies may develop AI systems that are similar or superior to our technologies or more cost-effective to develop and deploy, and customer demand for AI-based technologies and analytics may continue to increase at a fast rate. The research and development cost we may incur to compete with such AI systems and meet increased customer demand for AI-based technologies and analytics may increase the cost of our products and services. If we are unable to mitigate these risks, our results of operations, financial condition or reputation may be adversely affected.

Expansion of our products and services may also result in the applicability of new legal and regulatory requirements and compliance obligations, which may increase the costs of doing business or delay or limit the range of new products and services we may be able to offer. Failure to comply with such requirements could result in liabilities, including potential enforcement actions, fines, penalties, product bans or reputational harm.

We use AI in our products and services, and challenges related to the use of AI could subject us to legal liability or additional regulatory oversight, or adversely affect our business, financial condition, results of operations or business reputation.

We expect to increasingly leverage AI, including generative AI, in our products and services. AI may not always operate as intended and if we use AI that is based on data, algorithms, or other inputs that are flawed or insufficient, or if the AI assists in producing content, analyses or recommendations that are or are alleged to be deficient, inaccurate, violative of third-party intellectual property, or biased, our business, financial condition, or results of operations may be adversely affected. Additionally, AI presents emerging ethical issues, and if our use of AI becomes controversial, we may experience reputational harm, legal liability or additional regulatory oversight. Although we work to responsibly meet our customers' needs for products and services that use AI, including through AI governance programs and internal technology oversight committees, we may still suffer reputational damage as a result of any inconsistencies in the application of the technology or ethical concerns, both of which may generate negative publicity.

Catastrophic events may interrupt our business, or our customers' or suppliers' business, which may adversely affect our business, results of operations, financial position, cash flows or stock price.

Our business operations, and the operations of our customers and suppliers, are subject to interruption by natural disasters and extreme weather, flooding, fires, power shortages, the widespread outbreak of infectious diseases and pandemics, terrorist acts or the outbreak or escalation of armed hostilities, and other events beyond our control. The occurrence of any such catastrophic event, and the measures taken in response thereto, could have varied impacts and adversely impact our operations, including through impacts to our workforce and supply chain, inflationary pressures and increased costs (including increased insurance costs), impacts to sources or supply of energy, schedule or production delays, loss of spoilage of inventory, market volatility, physical damage to our facilities or those of our suppliers or customers, and other financial impacts. The impacts of these catastrophic events could have a negative impact on our ability to manage our business and/or cause disruption of economic activity, which could have an adverse effect on our business, results of operations, financial position, cash flows or stock price.

We expect to continue to make strategic acquisitions of other companies or businesses and these acquisitions introduce significant risks and uncertainties, including risks related to integrating the acquired businesses and achieving benefits from the acquisitions.

In order to position ourselves to take advantage of growth opportunities or to meet other strategic needs such as product or technology gaps, we have made, and expect to continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include: (i) the inability to realize our business plan with respect to the acquired businesses, (ii) the difficulty or inability in integrating newly-acquired businesses and operations in an efficient and effective manner, including ensuring proper integration of acquired businesses' legal and regulatory compliance programs, information technology systems and financial reporting and internal control systems, (iii) the challenges in integrating acquired businesses to create the operating platform for physical security, (iv) the challenges in achieving strategic objectives, cost savings and other benefits from acquisitions, (v) the risk that our contractual relationships or the markets served do not evolve as anticipated and that the technologies acquired do not prove to be those needed to be successful in those markets, (vi) the potential loss of key employees of the acquired businesses, (vii) the risk of diverting the attention of senior management from our operations, (viii) the risks of entering new markets in which we have limited experience, (ix) future impairments of goodwill, (x) the potential loss of intellectual property due to actions of employees in connection with such acquisitions, (xi) the risks of exposure to new patent assertions by third-parties directed at the technologies of the newly acquired businesses, (xii) potential identified or unknown security vulnerabilities in acquired products that expose us to additional security risk, (xiii) the inability to retain customers, distributors, vendors and other business partners of the acquired businesses, (xiv) potential negative reactions from stakeholders, and (xv) exposure to litigation, regulatory or other claims in connection with, or inheritance of claims or other litigation risk as a result of, an acquisition.

Certain acquisition candidates in the industries in which we participate may carry higher relative valuations (based on revenues, earnings, cash flow, or other relevant multiples) than we do. Acquiring a business that has a higher relative valuation than Motorola Solutions may be dilutive to our earnings. In addition, we may choose not to pursue opportunities because they may be highly dilutive to near-term earnings.

Key employees of acquired businesses may receive substantial value in connection with a transaction in the form of cash payments for their ownership interest, particularly in the case of founders and other shareholder employees, or as a result of change-in-control agreements, acceleration of stock options and the lifting of restrictions on other equity-based compensation rights. To retain such employees and integrate the acquired business, we may offer additional retention incentives, but it may still be difficult to retain certain key employees.

Risks Related to the Operation of Our Business

If the quality of our products does not meet our customers' expectations or regulatory or industry standards, or our products and services suffer from an actual or perceived systems or service failure, then our results of operations, financial condition, or reputation could be negatively impacted.

Some of the products we sell may have quality issues resulting from the design or manufacture of the product, or from the software used in the product. Sometimes, these issues may be caused by components we purchase from suppliers, or from finished products we purchase from other manufacturers, which we then resell to customers. Often these issues are identified prior to the shipment of the products and may cause delays in shipping products to customers, or even the cancellation of orders by customers. Sometimes, we discover quality issues in the products after they have been shipped to our customers, requiring us to resolve such issues in a timely manner that is the least disruptive to our customers, particularly in light of the mission-critical nature of our products. Any failure or perceived failure of certain mission-critical products and services we develop for use in areas such as defense, public safety and unmanned systems, could result in litigation by persons alleging harm, such as injuries or loss of life, or economic damage, including property damage. Other impacts of any such pre-shipment and post-shipment quality issues or failures or perceived failures of our mission-critical products and services can include legal, financial and reputational ramifications, such as: (i) delays in the recognition of revenue, loss of revenue or future orders, or revenue reversals, (ii) customer-imposed penalties for failure to meet contractual requirements, (iii) increased costs associated with repairing or replacing products, and (iv) a negative impact on our goodwill and brand name reputation. In some cases, if the quality issue affects the product's performance, safety or regulatory compliance, then such a "defective" product may need to be "stop-built", "stop-shipped" or recalled. Depending on the nature of the quality issue and the number of products in the field, it could cause us to incur substantial recall or corrective field action costs, in addition to the costs associated with the potential loss of future orders and the damage to our goodwill or brand reputation. In addition, we may be required, under certain customer contracts, to pay damages for failed performance that might exceed the revenue that we receive from the contracts. Recalls and field actions involving regulatory non-compliance could also result in fines and additional costs. Recalls and field actions could result in third-party litigation by persons or companies alleging harm or economic damage as a result of the use of the products or services.

In addition, privacy advocacy groups and other technology and industry groups have established or may establish various new or different self-regulatory standards that may place additional obligations on us. Our customers may expect us to meet voluntary certifications or adhere to other standards established by third-parties. Alternatively, our customers may expect us to offer products and services to help reduce energy consumption, improve efficiency and minimize greenhouse gas footprints. If we are unable to maintain these certifications or meet these standards, it could reduce demand for our products and adversely affect our business.

Our future operating results depend on our ability to purchase a sufficient amount of materials, parts, and components, as well as software and services, at acceptable prices to meet the demands of our customers and any disruption to our suppliers or significant increase in the price of supplies has had, and could continue to have a negative impact on our results of operations or financial condition.

Our ability to meet customers' demands depends, in part, on our ability to timely obtain an adequate delivery of quality materials, parts, and components, as well as software and services, from our suppliers. If demand for our products or services increases from our current expectations or if, as we have experienced in the past, suppliers are unable to meet our demand for other reasons, including as a result of supply chain constraints; natural disasters; trade policy decisions, such as new, expanded or retaliatory tariffs, sanctions, quotas, import/export restrictions or trade barriers (including restrictions around rare earth minerals); financial issues or other factors, we have, and could continue to experience an interruption in supply or a significant increase in the price of supply. Recently, we have experienced increased costs on materials and components as a result of the dynamic global supply chain environment. Mitigation actions that we develop going forward, such as working with our global supply base to mitigate our exposure to such risks, may not be successful in counteracting any such increased costs. We expect that any future supply chain effects could also impact our ability to meet customer demand and negatively impact our results of operations.

Our suppliers have in the past, and may continue in the future, to significantly and quickly increase their prices in response to increases in costs related to the manufacture, distribution and/or repair of parts and components. As a result, we may not be able to increase our prices commensurately with our increased costs, which could negatively impact our results of operations or financial condition. In addition, certain supplies, including for some of our critical components, software and services solutions, are available only from a single source or limited sources and we may not be able to diversify sources in a timely manner. Where certain supplies are not available from our direct suppliers, we may be required to move to an alternative source or source certain items through the open market, which involves significantly increased prices that are difficult to forecast or predict. Each of these factors may impact our ability to meet customer demand and could negatively impact our results of operations or financial condition.

We are exposed to risks under large, multi-year system and services contracts that may negatively impact our business.

We enter into large, multi-year system and services contracts with municipal, state, and nationwide government and commercial customers. In some cases, we may not be the prime contractor and may be dependent on other third-parties such as commercial carriers or systems integrators. Our entry into these contracts exposes us to risks, including among others: (i) technological risks, (ii) risk of defaults by third-parties on whom we are relying for products or services as part of our offering or who are the prime contractors, (iii) financial risks, including potential penalties applicable to us if performance commitments in managed services contracts are not met, the estimates inherent in projecting costs associated with such contracts, the fact that such contracts often only receive partial funding initially and may be cancellable on short notice with limited penalties, our inability to recover front-loaded capital expenditures in long-term managed services contracts, the impact of the termination of funding for a government program or the insolvency of a commercial customer, and the impact of currency fluctuations and inflation, (iv) cybersecurity risks, especially in managed services contracts with public safety and enterprise customers that process data, and (v) political, regulatory or litigation risks, especially related to contracts with government customers (such as with our Airwave contract in the U.K.).

Our employees, customers, suppliers and outsource partners are located throughout the world and, as a result, we face risks that other companies that are not global may not face.

Our customers and suppliers are located throughout the world. In 2025, 28% of our revenue was generated outside of North America. In addition, 49% of our employees were employed outside of North America in 2025. Most of our suppliers' operations are outside the U.S.

A significant amount of manufacturing and research and development of our products, as well as administrative and sales facilities, takes place outside of the U.S. If the operations in these facilities are disrupted, our business, financial condition, results of operations, and cash flows could be negatively impacted.

Because of these sizable sales and operations outside of the U.S., we have more complexity in our operations and are exposed to a unique set of global risks that could negatively impact our business, financial condition, results of operations, and cash flows, including but not limited to: (i) currency fluctuations, including but not limited to increased pressure to agree to established currency conversion rates and cost of living adjustments as a result of foreign currency fluctuations, (ii) import/export regulations, tariffs, trade barriers and trade disputes, customs classifications and certifications, including but not limited to changes in classifications or errors or omissions related to such classifications and certifications, (iii) compliance with and changes in U.S. and non-U.S. laws or regulations related to antitrust and competition (such as the EU Foreign Subsidies Regulation), anti-corruption (such as the Foreign Corrupt Practices Act and the U.K. Bribery Act), trade and country of origin, labor and employment, environmental, health and safety, technical standards and product regulatory considerations, consumer protection, intellectual property, data privacy and data sovereignty, regulated services such as telecommunications, cybersecurity and AI, and drones and counter-unmanned aircraft systems (UAS), (iv) tax issues, such as tax law changes, variations in tax laws from country to country and as compared to the U.S., obligations under tax incentive agreements, and difficulties in securing local country approvals for cash repatriations, (v) reduced financial flexibility given that a significant percentage of our cash and cash equivalents is currently held outside of the U.S., (vi) challenges in collecting accounts receivable, (vii) cultural and language differences, (viii) instability in economic or political conditions, including inflation, recession, government shutdowns, the imposition of sanctions and actual or anticipated military or political conflicts and terrorism, (ix) natural disasters, (x) public health issues or outbreaks or pandemics and (xi) litigation in foreign court systems and foreign enforcement or administrative proceedings.

Further, the benefits we receive under various agreements we have entered into with non-U.S. governments and agencies are tied to the level of operations and/or sales in such foreign jurisdictions. If our operations or sales are not at levels originally anticipated, we may be at risk of having to reimburse benefits already granted, which could increase our cost of doing business in such foreign jurisdictions.

Over the last several years, we have utilized third-parties to develop, design and/or manufacture many of our components and some of our products, and to perform portions of certain business operations such as IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. We expect to continue these practices in the future, which limit our control over these business operations and expose us to additional risk as a result of the actions of our outsource partners.

We rely on third-parties to develop, design and/or manufacture many of our components and some of our products (including software), and to assist in performing certain IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. As we outsource more of such operations, we are not able to directly control these activities. We could have difficulties fulfilling our orders, our sales and profits could decline, or we could be liable for outsourced actions, exposing us to contractual and regulatory risks, if: (i) we are not able to engage such third-parties with the capabilities or capacities required by our business, (ii) such third-parties lack our desired level of performance or service, lack sufficient quality control or fail to deliver quality components, products, services or software on time and at reasonable prices, (iii) there are significant changes in the financial or business condition of such third-parties, (iv) our third-party providers fail to comply with legal or regulatory requirements (such as the Uyghur Forced Labor Protection Act) or fail to timely notify us of information needed for our own compliance, (v) we have difficulties transitioning operations to such third-parties, or (vi) such third-parties are disrupted by external events, such as cyberattacks, natural disasters or extreme weather conditions, public health issues, outbreaks or pandemics, acts of terrorism or political conflicts.

Our reliance on third-parties could, in certain instances, result in reputational damage or even disqualify us from sales opportunities with certain government customers. For example, our supply chain is complex and if our suppliers are unable to verify that components and parts provided to us are free of defined "conflict minerals" originating from the Democratic Republic of Congo ("DRC") or an adjoining country, then we may be required to publicly disclose, as we have disclosed in the past, that we are not currently able to determine if the products we manufactured are DRC conflict-free, which could harm our reputation.

Once a business activity is outsourced, we may be contractually prohibited from or may not practically be able to bring such activity back within the Company or move it to another outsource partner. The actions of our outsource partners could result in reputational damage to us and could negatively impact our business, financial conditions, results of operations, and cash flows.

We utilize the services of subcontractors to perform under many of our contracts and the inability of our subcontractors to perform in a timely and compliant manner or to adhere to our Human Rights Policy could negatively impact our business.

We engage subcontractors, including third-party integrators, on many of our contracts and as we expand our technologies, our use of subcontractors has and we anticipate will continue to increase. Our subcontractors may further subcontract performance and may supply third-party products and software from a number of smaller companies. In addition, it is our policy to require our subcontractors and other third-parties with whom we work to operate in compliance with applicable laws, rules and regulations, including our Human Rights Policy (and, in addition, for our suppliers to comply with our Supplier Code of Conduct).

We may have disputes with our subcontractors, including disputes regarding the quality and timeliness of work performed by the subcontractor or its subcontractors and the functionality, warranty and indemnities of products, software and services supplied by our subcontractor. We are not always successful in passing down customer requirements to our subcontractors or a customer may otherwise look to us to cover a loss or damage, and thus in some cases may be required to absorb contractual risks from our customers without corresponding back-to-back coverage from our subcontractor. Our subcontractors may not be able to acquire or maintain the quality of the materials, components, subsystems and services they supply, or secure preferred warranty and indemnity coverage from their suppliers, which might result in greater product returns, service problems, warranty claims and costs and regulatory compliance issues. Further, one of our subcontractors or other third-parties subject to our Human Rights Policy could fail to comply with such policies or with applicable law or may engage in unethical business practices. Any of the foregoing could cause orders to be canceled, relationships to be terminated or our reputation to be damaged, which could harm our business, financial condition and results of operations.

Our success depends in part upon our ability to attract and retain senior management and key employees, including engineers and other key technical employees, in order to remain competitive.

The performance of our CEO, senior management and other key employees such as engineers and other technical employees is critical to our success. If we are unable to retain talented, highly-qualified senior management, engineers and other key employees or attract them when needed, it could negatively impact our business.

We rely on the experience of our senior management, most of whom have been with us for many years and as a result have specific knowledge relating to us and our industry that is difficult to replace, and competition for management with experience in the communications industry is intense. A loss of the CEO, a member of senior management, or an engineer or other key employee, particularly to a competitor, could also place us at a competitive disadvantage. In addition, we face increased demands for technical personnel in areas such as software development, which is an area of particularly high demand for skilled employees. We believe that our future success depends in large part on our continued ability to hire, assimilate, retain and leverage the skills of qualified engineers and other highly-skilled personnel needed to develop successful new products or services. In particular, we have faced, and expect to continue to face, intense competition globally for experienced software and cloud computing infrastructure engineers, as well as employees in data science and AI. The compensation and incentives we have available to attract, retain and motivate employees may not meet the expectations of current and prospective employees. Our efforts to attract, develop, integrate, and retain highly skilled employees with appropriate qualifications may be compounded by the increased availability of remote working arrangements, which has expanded the pool of companies that can compete for our employees and employment candidates. Further, if we fail to adequately plan for the succession of our CEO, senior management and other key employees, our business could be negatively impacted.

Evolving and sometimes conflicting expectations from investors, customers, lawmakers, regulators and other stakeholders regarding social and sustainability considerations and disclosures may expose us to potential liabilities, increased costs, reputational harm, increased scrutiny from the investment community or enforcement authorities or otherwise adversely impact our business and results of operations.

There are evolving and sometimes conflicting expectations from investors, customers, lawmakers, regulators and other stakeholders on social and sustainability considerations and disclosures, including those related to environmental stewardship, climate change, human capital, forced labor, and workplace conduct and the use cases of our products. Regulators have imposed, and may continue to impose, social and sustainability-related legislation, rules and guidance, which may conflict with one another and impose additional costs on us or expose us to new or additional risks, including requiring additional reporting that will expand the public's access to our programs and metrics or impose changes to our manufacturing practices, operations and/or product designs. Additionally, some stakeholders may disagree with our goals, initiatives and other actions and the focus of stakeholders may evolve over time. Our business may face higher expectations as well as increased scrutiny related to these activities. Our failure or perceived failure to achieve our goals, further our initiatives, adhere to our public statements, comply with sustainability laws and regulations, or meet evolving and varied stakeholder expectations and standards could harm our reputation, adversely impact our ability to attract and retain employees or customers, expose us to increased scrutiny from the investment community or enforcement authorities or otherwise adversely affect our business and results of operations.

Risks Related to Laws and Regulations

Existing or future legislation and regulations pertaining to AI, AI-enabled products and the use of biometrics (e.g., facial recognition) or other video analytics that apply to us or to our customers may make it more challenging, costly, or in some cases prohibit certain products or services from being offered or modified and subject us to regulatory and litigation risks and potential liabilities, which could adversely affect our business and results of operations.

Current or future legislation and governmental regulations pertaining to AI, AI-enabled products and the use of biometrics or other video analytics may affect how our business is conducted or expose us to unfavorable developments resulting from changes in the regulatory landscape. For example, the AI Act in the EU became law in August 2024, with key obligations applying in stages through August 2027. The AI Act places significant restrictions on the use of AI for real-time "biometric identification" by law enforcement, and implements significant compliance requirements on the development and use of AI for biometric identification of any kind. Once fully implemented, the AI Act will also place compliance requirements on a variety of other AI uses by law enforcement, as well as on the companies that develop those products, including us. At the same time, the EU is considering several proposals to modify key provisions of the AI Act in order to reduce the burden on businesses, as part of its initiative for regulatory simplification. Other laws related to AI are expected to pass around the globe, including the U.S. and Brazil, in the coming months and years. For example, in recent years, numerous U.S. states considered, and some have adopted, legislation that would establish a comprehensive regulatory framework for the use of AI. Additionally, the EU may enact certain restrictions on the geographic location of AI solutions and domicile location of providers of AI products to customers within the EU.

With respect to biometrics and other analytics, laws such as the Biometric Information Privacy Act in Illinois have restricted the collection, use and storage of biometric information and provide a private right of action of persons who are aggrieved by violations of the act. Additionally, laws such as the California automatic license plate recognition ("ALPR") statute regulate the use of ALPRs and provide a private right of action to persons who have suffered actual damages from violation of the statute, and we expect to see an increase in state ALPR legislation going forward. The Federal Trade Commission has also pursued enforcement actions against companies for the misuse of biometric information and the use of facial recognition technology without implementing appropriate safeguards. Current or future legislation, governmental regulations, and enforcement actions pertaining to biometrics and other analytics have exposed us to, and we expect will continue to expose us to, regulatory and litigation risks.

Legislation and governmental regulations related to AI and the use of biometrics and other video analytics may also influence our current and prospective customers' activities, as well as their expectations and needs in relation to our products and services. Compliance with these laws and regulations may be onerous and expensive, and may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance and the risk of liability. It is also not clear how existing and future laws and regulations governing issues such as AI, AI-enabled products, biometrics and other video analytics apply or will be enforced with respect to the products and services we sell.

Any such increase in costs or increased risk of liability as a result of changes in these laws and regulations or in their interpretation could individually, or in the aggregate, make our products and services that use AI technologies, biometrics or other video analytics less attractive to our customers, cause us to change or limit our business practices or affect our financial condition and operating results.

We are subject to complex and changing laws and regulations in various jurisdictions regarding cybersecurity, privacy, data protection, data sovereignty and information security, which exposes us to increased costs and potential liabilities in the event of any actual or perceived failure to comply with such legal and compliance obligations and could adversely affect our business.

Various jurisdictions have adopted or are expected to introduce new laws and regulations regarding cybersecurity, privacy, data protection, data sovereignty and information security which have impacted, or we expect will impact, us by exposing us to increased costs and potential liabilities. With respect to cybersecurity laws and regulations, in the EU and other jurisdictions we are subject to, and expect to continue to become subject to, increasingly stringent and prescriptive cybersecurity legislation mandating the implementation of distinct cybersecurity risk management measures and obligations to demonstrate our compliance through certification or self-attestations. Such legislation typically includes obligations for ensuring the integrity of our supply chain, including supplier-focused cybersecurity obligations. The cybersecurity legal and regulatory environment is complex and continues to evolve across many jurisdictions. Compliance with these laws and regulations exposes us to increased costs and any noncompliance, whether actual or perceived, could result in potential liabilities.

With respect to privacy and data protection, the EU's General Data Protection Regulation ("GDPR") strengthened individual privacy rights and enhanced data protection obligations for processors and controllers of personal data. The GDPR includes expansive disclosures about how personal information is to be used, limitations on retention of information and mandatory data breach notification requirements. Noncompliance with the GDPR can trigger significant fines.

U.S. federal, state and other foreign governments and agencies have adopted or are considering adopting laws and regulations regarding the collection, storage, use, processing and disclosure of personal data. Numerous state governments within the U.S. have enacted their own versions of "GDPR-like" privacy legislation, which has created, and we expect will continue to create, additional compliance challenges, risks, and administrative burdens. A comprehensive U.S. federal privacy law is also in the process of being drafted by the House Privacy Working Group. This, as well as other standalone federal bills, could restrict the ability of companies to collect, store and sell certain types of data, as well as restrict the ability of law enforcement to collect, use and purchase data from companies (for example, ALPR data). It is possible that a one-size fits all compliance program may be difficult to achieve and manage globally, and that we will be forced to comply with a patchwork of inconsistent privacy regulations.

Several other countries in which we operate have established legal requirements for cross-border data transfers. There is also an increasing trend towards data localization policies. Cloud-based solutions may be subject to further regulation with respect to data localization requirements and restrictions on the international transfer of data. If countries implement more restrictive regulations for cross-border personal data transfers (or customers do not permit personal data to leave the country of origin), it could affect the manner in which we provide our services or the geographical location or segregation of our relevant systems and operations, which could adversely impact our business.

Because the interpretation and application of cybersecurity, privacy, data protection, data sovereignty and information security laws and regulations are complex and still uncertain, it is possible that they may be interpreted and applied in a manner that is inconsistent with our existing practices or the features of our products, software and services. Any failure or perceived failure by us, our business partners, or third-party service providers to comply with such laws and regulations, or applicable commitments in contracts, could result in proceedings against us by governmental entities or others and significant fines and penalties, and adversely affect our business.

Government regulation of radio frequencies may limit the growth of private, public safety and government narrowband and broadband systems or reduce barriers to entry for new competitors.

Radio spectrum is required to provide wireless voice, data, and video communications services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services, including commercial, public safety and government users. The global demand for wireless communications has grown exponentially, and spurred competition for access among various networks and users. In response, regulators are reassessing the allocations of spectrum among users, including public safety users, and considering whether to change the allocation of certain spectrum bands from narrowband to broadband use, or to require sharing of spectrum bands. Our results could be negatively affected by the rules and regulations adopted by regulators. Our products operate both on licensed and unlicensed spectrum. The loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands (e.g., the sharing of previously dedicated or other spectrum) may require modifications to some of our products so they can continue to be manufactured and marketed.

A portion of our business is dependent upon U.S. government contracts and grants, which have availability of funding, spending levels and priorities that could change, are highly regulated and subject to disclosure obligations and oversight audits by U.S. government representatives and subject to cancellations. Any such changes in availability of funding, spending levels and priorities, disclosure events, audits or noncompliance with such regulations and laws could result in adverse findings and negatively impact our business.

Our business with U.S. government customers depends, in part, upon our customers' continued expenditures on programs in areas we support such as law enforcement and national security. These expenditures have not remained constant over time, have been and in the future may be reduced in certain periods, and have been and in the future may be affected by efforts to reduce costs generally. Our business with U.S. government customers has been negatively impacted in the past, and may continue to be negatively impacted in the future, by certain of the following factors, among others:

- Government budgetary constraints and decreases or changes in available funding;
- Budget uncertainty, government shutdowns and other potential delays or changes in appropriations or other funding authorization processes;
- Reductions in overall defense spending or a shift in expenditures away from the government customers we support;
- The political environment, changes in national and international priorities and macroeconomic conditions; and
- Changes in public perception of the accuracy of our technology and the appropriate use of our technology by government customers.

Our business with or funded by the U.S. government is subject to specific laws and regulations with numerous and unique compliance requirements relating to formation, administration and performance of U.S. federal or federally funded contracts. These requirements, which may increase or change over time, may increase our performance and compliance costs thereby reducing our margins, which could have an adverse effect on our financial condition. Changes to these compliance requirements could result in our inability to renew or perform under certain contracts. Violations or other failures to comply with these laws, regulations or other compliance requirements could lead to terminations for default, suspension or debarment from U.S. government contracting or subcontracting for a period of time or other adverse actions. Such laws, regulations or other compliance requirements include those related to procurement integrity, export control, U.S. government security and information security regulations, supply chain and sourcing requirements and restrictions, employment practices, protection of criminal justice data, protection of the environment, accuracy of records, proper recording of costs, foreign corruption, Trade Agreements Act, Buy America Act, other domestic content requirements, and the False Claims Act.

Generally, in the U.S., government contracts and grants are subject to certain voluntary or mandatory disclosure obligations, certifications and oversight audits by government representatives. Such disclosures, certifications or audits could negatively affect or result in adjustments to our contracts. For contracts covered by the Cost Accounting Standards, any costs found to be improperly allocated to a specific contract may not be allowed, and such costs already reimbursed may have to be refunded. Future disclosures, audits and adjustments, if required, may materially reduce our revenues or profits upon completion and final negotiation of such disclosure events or audits. Negative disclosure or audit findings could also result in investigations, termination of a contract, forfeiture of profits or reimbursements, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. All contracts with the U.S. government can be terminated for convenience by the government at any time.

Certain of the services we offer are subject to telecommunications regulations in various jurisdictions, which expose us to increased costs to address compliance obligations and potential liability in the event of any failure to comply with such regulations, which could result in fines and penalties, reputational harm and adversely affect our business.

We are a provider of certain services that include telecommunications in the U.S., including selective routing services for 911 calls. As such, we are subject to certain Federal Communications Commission (FCC) and possible state regulations relating to telecommunications, including some certification or licensing, service reliability, and regulatory fee requirements. If we do not comply with these regulations, we could be subject to enforcement actions, fines, and possibly loss of certifications or licenses to operate or offer certain of our services that are regulated telecommunications. Any enforcement action, which may be a public process, could also damage our reputation and erode customer trust.

Additionally, we are subject to regulations in certain foreign countries where we offer services that include telecommunications or other types of communications services. For example, we are registered to provide WAVE PTX push-to-talk offerings, with and without telecommunications connectivity, in certain countries internationally. Local laws and regulations, and the interpretation of such laws and regulations, can differ significantly among the jurisdictions in which we provide these services. In some countries, certain services that we offer are not considered to be regulated communications services, while in other countries they are subject to regulations, including registration with the local telecommunications governing authority, which increases the level of scrutiny and potential for enforcement by regulators as well as our cost of doing business internationally. Further, enforcement and interpretations of the laws and regulations in some countries can be unpredictable and subject to the informal views of government officials. Failure to comply with these regulations could subject us to enforcement actions, fines and penalties, additional compliance obligations or liabilities, loss of authority to provide regulated services, and reputational harm, which could adversely affect our business.

Moreover, it is possible that regulations in any of these jurisdictions may be changed, expanded or interpreted and applied in a manner that is inconsistent with our existing practices. Future applicable legislative, regulatory or judicial actions could increase the cost and complexity of our compliance and increase our exposure to potential liability.

We are subject to a wide range of product regulatory and safety, consumer, worker safety, and environmental product compliance and remediation laws that continue to expand and could impact our ability to grow our business, could subject us to unexpected costs and liabilities and could impact our financial performance.

Our operations and the products we manufacture are subject to a wide range of product regulatory and safety, consumer, worker safety, and environmental product compliance and remediation laws. Compliance with such existing or future laws could subject us to future costs or liabilities, impact our production capabilities, constrict our ability to sell, expand or acquire facilities, restrict what products and services we can offer, and generally impact our financial performance. Some of these laws are environmental and relate to the use, disposal, cleanup of, and exposure to certain substances. For example, in the U.S., laws often require parties to fund remedial studies or actions regardless of fault and oftentimes in response to actions or omissions that were legal at the time they occurred. We continue to incur disposal costs and have ongoing remediation obligations, including those resulting from previously or newly discovered environmental issues located at discontinued Company facilities and waste disposal sites formerly used by Company facilities, as well as current and former facilities of companies that we acquire. Changes to environmental laws or our discovery of additional obligations under these laws could have a negative impact on our financial performance.

Laws focused on: (i) the energy efficiency of electronic products and accessories, (ii) recycling of both electronic products and packaging, (iii) reducing or eliminating certain hazardous substances in electronic products, (iv) the use and transportation of batteries, and (v) debt collection and other consumer finance matters continue to expand significantly. There are also demanding and rapidly changing laws around the globe related to issues such as radio interference, radio frequency radiation exposure, medical related functionality, use of products with video functionality, and consumer and social mandates pertaining to use of wireless or electronic equipment. These laws, and changes to these laws, could have a substantial impact on whether we can offer certain products, solutions and services, on product costs, and on what capabilities and characteristics our products or services can or must include, which could negatively impact our business, results of operations, financial condition and competitive position.

Tax matters could have a negative impact on our financial condition and results of operations.

We are subject to income taxes in the U.S. and numerous foreign tax jurisdictions. Our provision for income taxes and cash tax liability may be negatively impacted by: (i) changes in the mix of earnings taxable in jurisdictions with different statutory tax rates, (ii) changes in tax laws and accounting principles, (iii) changes in the valuation of our deferred tax assets and liabilities, (iv) changes in available tax credits, (v) discovery of new information during the course of tax return preparation, (vi) increases in non-deductible expenses, or (vii) repatriating cash held abroad.

While the 2025 enactment of the One Big Beautiful Bill Act ("OBBBA") introduced several taxpayer-favorable provisions, such as the restoration of immediate expensing for qualified domestic research and experimental expenditures, it has also added complexity to the U.S. tax code. For example, the interplay between new domestic incentives and modified international provisions, without future comprehensive administrative guidance, creates complexity with respect to our compliance with the OBBBA. Any future guidance or interpretations of the OBBBA, or any actual or perceived noncompliance with the OBBBA by us, could result in an increase to our U.S. tax liability and a resulting adverse impact on our future operating results.

Tax audits may also negatively impact our business, financial condition and results of operations. We are subject to continued examination of our income tax returns, and tax authorities may disagree with our tax positions and assess additional tax. We regularly evaluate the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. Outcomes from these continuing examinations may have a negative impact on our future financial condition and operating results.

Certain tax policy efforts, including the Organization for Economic Co-operation and Development's Base Erosion and Profit Shifting Project, the European Commission's state aid investigations, and other initiatives could have an adverse effect on the taxation of international businesses. Furthermore, many of the countries where we are subject to taxes, including the U.S., are independently evaluating their tax policy and we may see significant changes in legislation and regulations concerning taxation. Certain countries have already enacted legislation, which could affect international businesses, and other countries have become more aggressive in their approach to audits and enforcement of their applicable tax laws. Such changes, to the extent they are brought into tax legislation, regulations, policies, or practices, could increase our effective tax rates in many of the countries where we have operations and have an adverse effect on our overall tax rate, along with increasing the complexity, burden and cost of tax compliance, all of which could impact our operating results, cash flows and financial condition.

Risks Related to Information Technology and Intellectual Property

Increased cybersecurity threats could lead to a security breach or other significant disruption of our IT systems, those of our outsource partners, suppliers or those we manufacture, install, and in some cases operate and maintain for our customers, and could have a negative impact on our operations, sales, and operating results.

We rely extensively on our information systems to manage our business operations. We are subject to attempts to compromise our information technology systems from both internal and external sources. Like all information technology systems, our systems have been in the past, and could be in the future, vulnerable to damage, unauthorized access or interruption from a variety of sources, including but not limited to, cyberattacks, cyber intrusions, computer viruses, security breaches, denial-of-service attacks, ransomware or other malware, energy blackouts, natural disasters and severe weather conditions, terrorism, sabotage, wars, insider threats, human errors and computer and telecommunication failures. As a provider of mission-critical physical security products and services for public safety, defense and enterprise customers in the U.S. and globally, including systems that we operate and maintain for certain customers of ours or as a software-based service, we face additional risk as a potential target of sophisticated attacks aimed at compromising both our company's and our customers' sensitive information and intellectual property. This risk is heightened because these systems may contain sensitive governmental information or personally identifiable or other protected information. Our vulnerability and that of our third-party vendors to cyber and other information technology risks may also be increased by factors such as cyberattacks related to geopolitical conflicts (which may be heightened by our global presence). Additionally, the volume, frequency and sophistication of these threats (including through the use of AI) continues to grow and the complexity and scale of the systems to be protected continues to increase. As we continue to integrate the use of AI to enhance our accounting operations and help improve employee productivity and efficiency, we also face enhanced risks and challenges related to cybersecurity and information technology. Like other enterprise software companies, we also use open source software from time to time, which may be more susceptible to vulnerabilities that may not be identified with scanning tools. In an effort to protect against such attacks, we maintain insurance related to cybersecurity risks and employ a number of countermeasures and security controls, including training, audits, encryption, and utilization of commercial information security threat sharing networks. If we fail to effectively manage our cybersecurity, our business, products, and services could suffer from the resulting weaknesses in our infrastructure, systems or controls.

Further, our company outsources certain business operations, including, but not limited to IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. We are dependent, in certain instances, upon our outsourced business partners, suppliers, and customers to adequately protect our IT systems and those IT systems that we manage for our customers, including the hosts of our cloud infrastructure on top of which our cloud-based solutions are built, as well as the network connectivity upon which some of our services are built. Some of our customers are exploring broadband solutions that use public carrier networks on which our solutions would operate. We do not have direct oversight or influence over how public carrier networks manage the security, quality, or resiliency of their networks, and because they are an attractive high value target due to their role in critical infrastructure, they expose customers to an elevated risk over our private networks. In addition, we maintain certain networked equipment at customer locations and are reliant on those customers to protect and maintain that equipment.

A cyberattack or other significant disruption involving our IT systems or those of our outsource partners, suppliers or our customers could result in substantial costs to repair or replace our IT systems or the loss of critical data and interruptions or delays in our ability, or that of our customers, to perform critical functions. Such disruption may also result in the unauthorized release of proprietary, confidential or sensitive information of us or our customers, or the disruption of services provided to customers and essential for their mission. Such unauthorized access to, or release of, information or disruption of services could: (i) allow others to unfairly compete with us, (ii) compromise safety or security, given the mission-critical nature of our customers' systems, (iii) subject us to claims for breach of contract, tort, and other civil claims without adequate indemnification from our suppliers, (iv) subject us to time-intensive notification requirements, (v) damage our reputation, and (vi) require us to provide modifications or replacements to our products and services. Our potential liability related to such claims by customers or third-parties described above may not be contractually capped nor fully covered by our insurance, and our insurance coverage may not continue to be available on commercially reasonable terms or at all. We could face regulatory penalties, enforcement actions, remediation obligations and/or private litigation by parties whose data is improperly disclosed or misused. Any or all of the foregoing could have a negative impact on our business, financial condition, results of operations, and cash flow.

If we are unable to adequately protect our intellectual property, or if we, our customers and/or our suppliers are found to have infringed intellectual property rights of third-parties, our competitive position, financial condition or results of operations may be adversely impacted.

Our intellectual property rights protect our innovations and technology, and they may also generate income under license agreements. We attempt to protect our proprietary technology with intellectual property in the form of patents, copyrights, trademarks, trade secret laws, confidentiality agreements and other methods. We also generally restrict access to and distribution of our proprietary information. Despite these precautions, it may be possible for a third-party to obtain and use our proprietary information or develop similar technology independently. As we expand our business, including through acquisitions, and compete with new competitors in new markets, the breadth and strength of our intellectual property portfolio in those new markets may not be as developed as in our longer-standing businesses. This may expose us to a heightened risk of litigation and other challenges from competitors in these new markets. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited in certain foreign countries. Unauthorized use of our intellectual property rights by third-parties and the cost of any litigation necessary to enforce our intellectual property rights could have a negative impact on our financial results and competitive position.

Additionally, because our products are comprised of complex technology, we have been in the past, and may be in the future, involved in or impacted by assertions, including both requests for licenses and litigation, regarding third-party patents and other intellectual property rights. For example, the development of products operable in accordance with industry standards, such as those related to 4G, 5G, Wi-Fi, audio, video, or various other wireless technologies, may result in third-party patent royalty demands. Third-parties have asserted, and in the future may assert, intellectual property infringement claims against us and against our customers and suppliers, seeking a percentage of sales as license fees, broad injunctive relief, or a combination thereof. Many of these assertions are brought by non-practicing entities ("NPEs"), whose principal business model is to secure patent licensing-based revenue from product manufacturing companies. Recent policy changes by the U.S. Patent and Trademark Office related to the Patent Trial and Appeal Board's inter partes review process could also lead to an increase in such litigation filed by NPEs. Defending claims may be expensive and divert the time and efforts of our management and employees. If we do not succeed in any such litigation, we could be required to pay significant damages, develop non-infringing products or obtain licenses to the intellectual property that is the subject of such litigation, each of which could have a negative impact on our competitive position, financial condition or results of operations. Such licenses, if available at all, may not be available to us on commercially reasonable terms. In some cases, we might be forced to stop delivering certain products if we or our customers or suppliers are subject to a final injunction.

We face risks relating to intellectual property licenses and intellectual property indemnities in our customer and supplier contracts, which may fail to fully protect us and subject us to unexpected liabilities or harm our financial condition and results of operations.

We obtain some technology from suppliers through the purchase of components or licensing of software, and we attempt to negotiate favorable intellectual property indemnities with our suppliers for infringement of third-party intellectual property rights. With respect to such indemnities, we may not be successful in our negotiations, a supplier's indemnity may not fully protect us or cover all damages and losses suffered by us and our customers due to the infringing products, or a supplier may not choose to obtain a third-party license or modify or replace its products with non-infringing products which would otherwise mitigate such damages and losses. Such situations may subject us to unexpected liabilities or unfavorable conditions. Further, we may not be able to participate in intellectual property litigation involving a supplier and may not be able to influence any ultimate resolution or outcome that may negatively impact our sales or operations if a court enters an injunction that enjoins the supplier's products or if the International Trade Commission issues an exclusionary order that blocks importation of our products into the U.S. Intellectual property disputes involving our suppliers have resulted in our involvement in International Trade Commission proceedings from time to time. These proceedings are costly and entail the risk that we will be subjected to a ban on the importation of our products into the U.S. solely as a result of our use of a supplier's components.

In addition, our customers increasingly demand that we indemnify them broadly from all damages and losses resulting from intellectual property litigation against them. These demands may stem from NPEs that engage in patent enforcement and litigation, sometimes seeking royalties and litigation judgments in proportion to the value of the use of our products, rather than in proportion to the cost of our products. Such demands can amount to many times the selling price of our products.

Further, competitors may be able to negotiate significantly more favorable terms for intellectual property than we are able to, which puts them at a competitive advantage. Moreover, with respect to our internally developed proprietary software, we may be harmed if we are forced to make publicly available, under the relevant open-source licenses, some of that proprietary software as a result of either our use of open-source software code or the use of third-party software that contains open-source code.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives and formatives thereof ("Motorola Marks") and we license the Motorola Marks from Motorola Trademark Holdings, LLC ("MTH"), which is currently owned by Motorola Mobility, a subsidiary of Lenovo. Our joint use of the Motorola Marks could result in product and market confusion and negatively impact our ability to expand business under the Motorola brand. In addition, if we do not comply with the terms of the license agreement we could lose our rights to the Motorola Marks.

In 2010, we secured a worldwide, perpetual and royalty-free license from MTH to use the Motorola Marks as part of our corporate name and in connection with the manufacture, sale, and marketing of our current products and services. The license of the Motorola Marks is important to us because of the reputation of the Motorola brand for our products and services. There are risks associated with both Motorola Mobility and us using the Motorola Marks and our loss of ownership of the Motorola Marks. As both we and Motorola Mobility use the Motorola Marks, confusion could arise in the market, including customer confusion regarding the products offered by and the actions of the two companies. Also, any negative publicity associated with either company in the future could adversely affect the public image of the other.

Motorola Mobility was acquired by Lenovo in 2014, which resulted in Lenovo having effective control over the Motorola Marks. Our risks under the license could increase if Lenovo expands its use of the Motorola Marks, or if our products and those of Lenovo converge. In addition, because our license of the Motorola Marks is limited to products and services within our specified fields of use, we are not permitted to use the Motorola Marks in other fields of use without the approval of Motorola Mobility. As we continue to expand our business into any other fields of use, we either must do so with a brand other than the Motorola brand, which could take considerable time and expense, or assume the risk that our expanded fields don't meet the definition of permitted fields of use under our license, which could result in loss of our rights to use the Motorola Marks.

We could lose our rights to use the Motorola Marks if we do not comply with the terms of the license agreement. Such a loss could negatively affect our business, results of operations and financial condition. Furthermore, MTH has certain rights to license the brand to third-parties and either Motorola Mobility or licensed third-parties may use the brand in ways that make the brand less attractive for customers of Motorola Solutions, creating increased risk that Motorola Solutions may need to develop an alternate or additional brand. Motorola Mobility may require us to adopt modifications to the Motorola Marks, and this could negatively impact our business, including costs associated with rebranding.

Neither Motorola Mobility nor Lenovo is prohibited from selling the Motorola Marks. In the event of a liquidation by Lenovo or the then-owner of the Motorola Marks, it is possible that a bankruptcy court would either (i) permit the Motorola Marks to be assigned to a third-party whose interests may be incompatible with ours, thereby potentially making the license arrangement difficult to administer and increasing the costs and risks of sharing the Motorola Marks, or (ii) refuse to uphold the license or certain of its terms, which could negatively affect our business, results of operations and financial condition.

Risks Related to Financial Performance or Economic Conditions

As we are a global company, we face a number of risks related to current global economic and political conditions in the markets in which we operate that have and could continue to unfavorably impact our business, financial condition, results of operations and cash flows.

Global economic and political conditions continue to be challenging for many of our government and enterprise markets, as economic growth in many countries has remained low or declined, currency fluctuations have impacted profitability, credit markets have remained tight for certain counterparties of ours and some of our customers are dependent on government grants to fund purchases of our products and services.

In addition, global conflicts, as well as the results of elections or other political conditions such as government shutdowns, have created, and could create in the future, many economic and political uncertainties that impact worldwide markets, including impacts relating to trade policy decisions, such as new or increased tariffs or retaliatory measures imposed or proposed by governments and their trade partners, potential trade wars and related legal challenges or prolonged uncertainty in trade relationships, and threats to national security vulnerabilities linked to country of origin. The length of time these adverse economic and political conditions may persist is unknown.

These global economic and political conditions have impacted and could continue to impact our business, financial condition, results of operations, and cash flows in a number of ways, including:

- Requests by certain of our customers that we provide vendor financing, including in response to financial challenges surrounding state and local governments, which may cause us to retain exposure to the credit quality of our customers who we finance if we are unable to sell these receivables on terms acceptable to us.
- The inability of certain of our customers to obtain financing in order to make purchases from us and/or maintain their business, which may negatively impact our financial results.
- Challenges we face in budgeting and forecasting due to economic uncertainties in various parts of the U.S. and world economy, which could negatively impact our financial results if such budgets or forecasts are inaccurate.
- Deferment or cancellation of purchases and orders by customers may occur due to uncertainty about current and future global economic conditions, which could reduce future demand for our products and negatively impact our financial results.
- Intensifying political instability in a number of markets in which we operate could have a significant impact on our ability to grow and, in some cases, operate in such locations, which could negatively impact our financial results.

We may not continue to have access to the capital markets for financing on acceptable terms and conditions, particularly if our credit ratings are downgraded, which could limit our ability to repay our indebtedness and could cause liquidity issues.

From time to time we access the capital markets to obtain financing. Our access to the capital markets and the bank loan markets at acceptable terms and conditions are impacted by many factors, including: (i) our credit ratings, (ii) the condition of the overall capital markets, (iii) strength and credit availability in the banking markets, and (iv) the state of the global economy. In addition, we frequently access the credit markets to obtain performance bonds, bid bonds, standby letters of credit and surety bonds, as well as to hedge foreign exchange risk and sell receivables. Furthermore, we may not be able to refinance our existing indebtedness (i) on commercially reasonable terms, (ii) on terms, including with respect to interest rates, as favorable as our current debt, or (iii) at all. We may not continue to have access to the capital markets or bank credit markets on terms acceptable to us and if we are unable to repay or refinance our debt, we cannot guarantee that we will be able to generate enough cash flows from operations or that we will be able to obtain enough capital to service our debt, fund our planned capital expenditures or pay future dividends.

We are rated investment grade by all three national rating agencies. Any downward changes by the rating agencies to our credit rating may negatively impact the value and liquidity of both our debt and equity securities. Under certain circumstances, an increase in the interest rate payable by us under our credit and term loan facilities, if any amounts are borrowed under any such facility, could negatively affect our operating cash flows. In addition, a downgrade in our credit ratings could limit our ability to: (i) access the capital markets or bank credit markets, (ii) issue commercial paper, (iii) provide performance bonds, bid bonds, standby letters of credit and surety bonds, (iv) hedge foreign exchange risk, (v) fund our foreign affiliates, (vi) sell receivables, and (vii) obtain favorable trade terms with suppliers. In addition, we may avoid taking actions that would otherwise benefit us or our stockholders, such as engaging in certain acquisitions or engaging in stock repurchases, that would negatively impact our credit rating.

Our exposure to exchange rate fluctuations on cross-border transactions and the translation of local currency results into U.S. dollars could negatively impact our results of operations.

We conduct business through our subsidiaries in many different countries, and fluctuations in currency exchange rates could have a significant impact on our reported consolidated results of operations, financial condition and cash flows, which are presented in U.S. dollars. Cross-border transactions, both with external parties and intercompany relationships, result in increased exposure to foreign exchange effects. Accordingly, significant changes in currency exchange rates, particularly the Euro, British pound, Australian dollar and Canadian dollar, has had in the past, and could continue to, cause fluctuations in the reported results of our businesses' operations that could negatively affect our results of operations. Additionally, the strengthening of certain currencies such as the U.S. dollar potentially exposes us to competitive threats from lower cost producers in other countries. Our sales are translated into U.S. dollars for reporting purposes. The strengthening of the U.S. dollar has in the past, and could continue to, negatively affect our results of operations.

Returns on pension and retirement plan assets and interest rate changes could affect our earnings and cash flows in future periods.

We have underfunded pension obligations, in part resulting from the fact that we retained almost all of the U.S. pension liabilities and a major portion of our non-U.S. pension liabilities following our past divestitures. The funding position of our pension plans is affected by the performance of the financial markets, particularly the equity and debt markets, and the interest rates used to calculate our pension obligations for funding and expense purposes. Minimum annual pension contributions are determined by government regulations and calculated based upon our pension funding status, interest rates, and other factors. If the financial markets perform poorly, we have been and could be required to make additional large contributions. The equity and debt markets can be volatile, and therefore our estimate of future contribution requirements can change dramatically in relatively short periods of time. Similarly, changes in interest rates can affect our contribution requirements. In volatile capital market environments, the uncertainty of material changes in future minimum required contributions increases.

Item 1B: Unresolved Staff Comments

None.

Item 1C: Cybersecurity

Risk Management & Strategy

We assess, identify and manage material risks from cybersecurity threats through various protective policies, procedures and processes, including through: (1) the monitoring responsibilities of our cybersecurity program; (2) our information security policies and standards, including our global incident response procedure; (3) our audit services department's annual enterprise risk management ("ERM") assessment; (4) our third-party cybersecurity risk assessment program; and (5) cybersecurity insurance.

Designed to maintain the confidentiality, integrity and availability of customer and internal company information, our cybersecurity program focuses on protecting our enterprise information systems and the secure development and deployment of our products. We monitor for critical vulnerabilities and threat actor activity, and work to create a unified view to prioritize protecting our critical infrastructure (including potential impacts to key third-party service providers to the Company). The cybersecurity program, which is led by our Vice President of Cybersecurity & Information Technology Infrastructure, holds regular meetings to review ongoing internal information security operations, including by reviewing the Company's information security policies, controls, investigations, and responses. We assess the effectiveness of our cybersecurity program using self-assessments and independent third-party analyses, and evaluate our program using frameworks such as the National Institute of Standards and Technology ("NIST") Cybersecurity Framework. In addition to these independent third-party analyses, third-parties also provide services to support our cybersecurity in several ways, such as through penetration testing and commercial information security threat sharing networks, and by assisting with tabletop exercises and certain monitoring activities.

We have designed and implemented a global incident response procedure, which helps enable us to quickly detect, respond to, and recover from third-party malicious attacks and potential security incidents. This procedure includes formal steps to review incidents and implement improvements, including steps to involve the Vice President of Cybersecurity & Information Technology Infrastructure, as appropriate. In addition, we have other specific information security policies and standards, organized to align with various NIST frameworks, which we use to manage our cybersecurity risks.

Assessing, identifying and managing cybersecurity risks are integrated into our audit services department's annual ERM assessment, which is designed to identify, assess, prioritize, mitigate and monitor our principal risks. The ERM assessment considers the probability, impact and velocity of potential risks, providing management and the Audit Committee with an overarching and objective view of the Company's risk management activities. Audit services identifies and conducts engagements utilizing inputs from the ERM assessment. The engagements span financial, operational, strategic and compliance risks, with a view to assessing risks over a two-year time horizon. The engagement results assist management in maintaining acceptable risk levels. The Vice President of Audit Services reports directly to the Audit Committee as well as to the Chief Financial Officer and meets regularly with the Audit Committee and its chairperson, including in executive sessions. Separately, the Vice President of Audit Services and Vice President of Ethics & Compliance head an internal cross-functional team (including members from our cybersecurity and data privacy programs, among others) that holds regular meetings to discuss the key risks facing the Company and related mitigation efforts, including cybersecurity risks. Cybersecurity risk is tracked as a principal risk within the context of the ERM assessment.

In addition, we have processes designed to oversee and identify risks from cybersecurity threats associated with our use of third-party service providers. Pursuant to our third-party cybersecurity risk assessment program, any outsource partners and suppliers that have access to the Company's data or customer data complete a risk assessment prior to the Company engaging with such parties. Using the assessments, our cybersecurity program looks to determine any gaps and identified risks, and then appropriate teams within the Company work to track and remediate such risks. These third-party risk assessments are foundational for how we manage and monitor our software supply chain and service providers.

To further complement the processes described above, we maintain insurance related to cybersecurity risks. We maintain a broad portfolio of insurance coverage, leveraging the products of multiple companies to help ensure appropriate protection.

We are subject to attempts to compromise our information technology systems from both internal and external sources. Like all information technology systems, our systems have been in the past, and could be in the future, vulnerable to damage, unauthorized access or interruption from a variety of sources. As of the filing of this Form 10-K, we are not aware of any such attacks that have occurred since the beginning of 2025 that have materially affected, or are reasonably likely to materially affect, us, including our business strategy, results of operations or financial condition. However, if as a result of any future attacks our information technology systems are significantly damaged, cease to function properly or are subject to a significant cybersecurity breach, we may suffer an interruption in our ability to manage and operate our business, and our business strategy, results of operations or financial condition could be adversely affected. Such attacks, whether or not successful, could damage our reputation and result in significant costs related to, for example, repairing or replacing our IT systems; the loss of critical data; interruptions or delays in our ability, or that of our customers, to perform critical functions; defending against claims for breach of contracts, tort and other civil claims without adequate indemnification from our suppliers; providing time-sensitive notification requirements; and providing modifications or replacements to our products and services. In addition, the volume, frequency and sophistication of these threats (including through the use of AI) continues to grow and the complexity and scale of the systems to be protected continues to increase. See "Risks Related to Information Technology and Intellectual Property" in "Part I. Item 1A. Risk Factors" of this Form 10-K for further information.

Corporate Governance

Our Board has delegated to the Audit Committee the responsibility to oversee risks related to cybersecurity threats. Specifically, subject to oversight by the full Board, the Vice President of Cybersecurity & Information Technology Infrastructure provides the Audit Committee with periodic cybersecurity and information security reports, including recent cybersecurity incidents and the potential threat landscape pertaining to the cybersecurity of our products and operations. Annually, the Vice President of Audit Services also reviews the results of the ERM assessment with the Audit Committee. In addition, a subset or the full group of certain individuals, such as our Chief Information Officer, Vice President of Cybersecurity & Information Technology Infrastructure, and Data Protection Officer, present at least once per year to the Audit Committee regarding cybersecurity and data privacy risk topics. The full Board is regularly informed about such risks through Audit Committee reports and presentations.

Our Vice President of Cybersecurity & Information Technology Infrastructure, along with the respective teams, are in charge of assessing and managing our risks related to cybersecurity, including by setting our strategy, policies, standards and processes in these areas, as further described above under "Risk Management & Strategy." Utilizing the processes noted above, these teams remain informed about and monitor the prevention, detection, mitigation and remediation of cybersecurity incidents.

Our Vice President of Cybersecurity & Information Technology Infrastructure has over thirty years of work experience in the information technology field, specifically information security. This individual began their career as a security engineer, progressing to a security architect, and then to overall leader of the Cybersecurity and Information Technology Infrastructure functions at the Company. This individual holds a Master of Computer Science degree. This individual also maintains a Certified Information Security Manager (CISM) certification from ISACA, an international professional organization focused on IT governance, as well as a Certified Information Systems Security Professional (CISSP) certification from the International Information System Security Certification Consortium (ISC2), a leading member association for cybersecurity professionals.

Item 2: Properties

As of February 6, 2026, the material properties that we used in connection with our business, serving all segments, are as follows. We believe these properties are suitable and adequate for our current business operations.

Location	Approximate Operating Size in Sq. Ft. (In thousands)	Owned vs. Leased	Purpose
Elgin, Illinois, U.S.	301	Leased	Manufacturing, assembly, staging and distribution
Schaumburg, Illinois, U.S.	282	Leased	Research & development and customer support
Penang, Malaysia	234	Leased	Distribution, research & development and corporate administrative
Krakow, Poland	191	Leased	Research & development and corporate administrative
Plantation, Florida, U.S.	172	Leased	Research & development and corporate administrative
Tel Aviv, Israel	139	Leased	Research & development and corporate administrative
Allen, Texas, U.S.	138	Owned	Research & development and corporate administrative
Schio, Italy	125	Leased	Manufacturing, engineering and administrative
Chicago, Illinois, U.S.	102	Leased	Corporate administrative (global headquarters)
Los Angeles, California, U.S.	86	Leased	Research & development, manufacturing and administrative
Vancouver, BC, Canada	70	Leased	Research & development and corporate administrative

Item 3: Legal Proceedings

In addition to the matter referenced below, we are subject to legal proceedings and claims that have not been fully resolved and which have arisen in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, liquidity or results of operations. However, an unfavorable resolution could have a material adverse effect on our consolidated financial position, liquidity or results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Refer to the description of "Hytera Civil Litigation" in "Note 12: Commitments and Contingencies" to our consolidated financial statements included in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for information regarding our legal proceedings.

Item 4: Mine Safety Disclosures

Not applicable.

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 12, 2026 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 65; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 43; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; and Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021.

John P. "Jack" Molloy; age 54; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 53; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 54; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 57; Senior Vice President, General Counsel since February 1, 2023; and Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023.

Mahesh Saptharishi; age 48; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 51; Executive Vice President and Chief Financial Officer since July 1, 2020.

Cynthia M. Yazdi; age 61; Senior Vice President, Chief of Staff to the Chairman and CEO since August 18, 2025; Senior Vice President, Communications & Brand from February 2022 to August 2025; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2026 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

PART II

Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Motorola Solutions' common stock is listed on the New York Stock Exchange and trades under the symbol "MSI." The number of stockholders of record of its common stock on February 6, 2026 was 15,632. This figure does not include a substantially greater number of "street name" holders whose shares are held of record by banks, brokers and other financial institutions.

During 2025, we declared regular quarterly dividends of $1.09 per share of our common stock for each of the first three quarters of fiscal 2025, and $1.21 per share of our common stock for the fourth quarter of fiscal 2025. While we expect to continue to pay comparable regular quarterly dividends in 2026, any future dividend payments will be at the discretion of our Board of Directors and will depend upon our profits, financial requirements and other factors, including legal restrictions on the payment of dividends, general business conditions and such other factors as our Board of Directors deems relevant.

Unregistered Sales of Equity Securities

On November 18, 2025, the Company issued 2,146 shares of common stock in connection with the acquisition of Blue Eye to certain former shareholders of the corporation. The stock was issued for an aggregate grant fair value of $1 million that will be expensed over an average service period of two years. The foregoing transaction did not involve any underwriters, any underwriting discounts or commissions, or any public offerings. The shares with respect to the transaction were issued in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, in a privately negotiated transaction not involving any public offerings or solicitations.

Issuer Purchases of Equity Securities

The following table provides information with respect to acquisitions by the Company of shares of its common stock during the quarter ended December 31, 2025.

Period	*(a) Total Number of Shares Purchased*	*(b) Average Price Paid per Share* [1]	*(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Program* [2]	*(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Program* [2]
09/26/2025 to 10/23/2025	275,067	$ 451.25	275,067	$ 1,449,245,273
10/24/2025 to 11/20/2025	675,898	$ 395.02	675,898	$ 1,182,253,478
11/21/2025 to 12/30/2025	266,849	$ 370.72	266,849	$ 1,083,326,456
Total	1,217,814	$ 402.40	1,217,814	

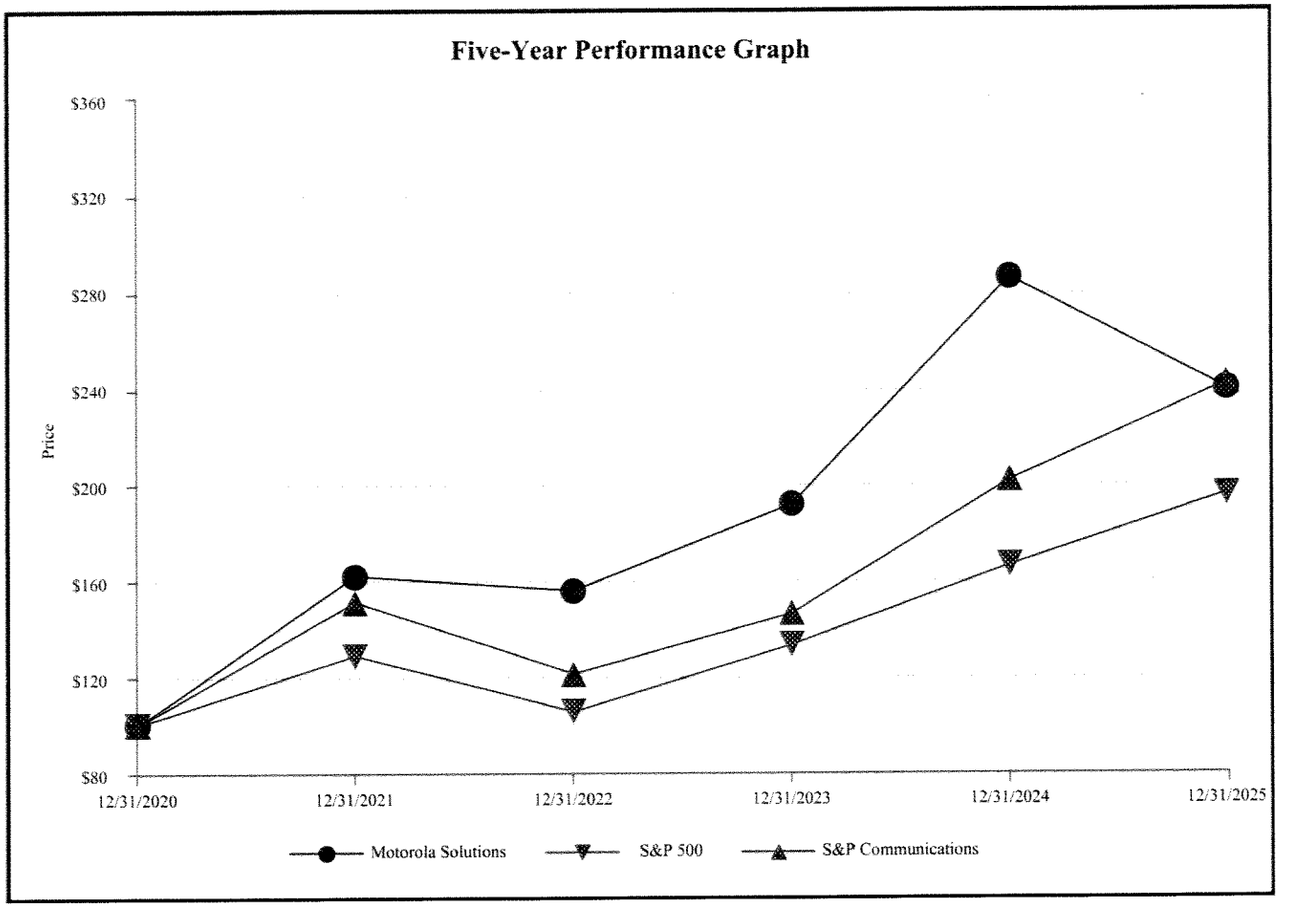
(1) Average price paid per share of common stock repurchased excludes commissions paid to brokers and excise tax. As of Januar 2023, the Company's share repurchases in excess of issuances are subject to a 1% excise tax enacted by the Inflation Reduction of 2022. The amount of excise tax incurred is included in the Company's Consolidated Statement of Stockholders' Equity for the y ended December 31, 2025.

(2) As originally announced on July 28, 2011, and subsequently amended, the Board of Directors has authorized the Company to repurchase an aggregate amount of up to $18.0 billion of its outstanding shares of common stock (the "share repurchase program" The share repurchase program does not have an expiration date. As of December 31, 2025, the Company had used approximately $16.9 billion to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases.

Performance Graph

The following graph compares the five-year cumulative total shareholder returns of Motorola Solutions, Inc., the S&P 500 Index and the S&P Communications Equipment Index.

This graph assumes $100 was invested in the stock or the indices on December 31, 2020 and reflects the reinvestment of dividends.



Years Ended December 31	2020	2021	2022	2023	2024	2025
Motorola Solutions	$ 100.00	$ 161.91	$ 155.74	$ 191.61	$ 285.73	$ 239.54
S&P 500	100.00	128.68	105.36	133.03	166.28	195.98
S&P Communications Equipment	100.00	151.31	121.24	146.05	201.64	241.63

Item 6: [Reserved.]

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion and analysis of our financial position as of December 31, 2025 and 2024 and results of operations and cash flows for each of the three years in the period ended December 31, 2025. This commentary should be read in conjunction with our consolidated financial statements and the notes thereto appearing under "Item 8: Financial Statements and Supplementary Data."

Executive Overview

Our Business

Motorola Solutions is a global leader in mission-critical safety and security technologies for public safety, government, including defense, and enterprise customers. Our business is focused on safety and security driven by our commitment to help create safer communities, safer schools, safer hospitals, safer businesses, and ultimately, safer nations. Grounded in nearly 100 years of close customer and community collaboration, we design and advance technology for more than 100,000 customers in over 100 countries, with the goal of making everywhere safer for all.

Our ecosystem of safety and security technologies is managed through two segments: "Products and Systems Integration" and Software and Services". Within these segments, we have three principal product lines in which we report net sales: Mission Critical Networks ("MCN"), Video Security and Access Control ("Video") and Command Center. Our strategy is to generate value through our technologies that help meet the changing needs of our customers around the world in protecting people, property and places. While each technology individually strives to make users safer and more productive, we believe we can enable better outcomes for our customers by uniting these technologies as a comprehensive integrated safety and security system. Our goal is to help dismantle silos and barriers between people and systems, so that data unifies, information flows, operations run and collaboration improves to help strengthen safety and security everywhere.

We have invested across these three technologies organically and through acquisitions to evolve our land mobile radio ("LMR") focus and expand our ecosystem of safety and security products and services. Across all three technologies, we offer artificial intelligence ("AI")-powered capabilities and software solutions, services such as cybersecurity subscription services and managed and support services.

We support public safety and defense agencies in their mission to help protect communities and countries. We additionally serve our growing base of enterprise customers, including schools, hospitals, businesses and stadiums, as the criticality of safety and security becomes increasingly important. Across these diverse sectors, our technologies facilitate the connection between those in need and those who can help, enabling the collaboration that is critical for a more proactive approach to safety and security.

This collaboration is clearly illustrated in a school setting: When a teacher presses a panic button, our technologies can automatically notify local law enforcement, trigger a lockdown to secure all entries, share live video feeds with first responders and send mass notifications to key stakeholders. This integrated workflow helps schools to detect, respond to and resolve safety and security threats faster and more effectively.

The principal products within each segment, by technology, are described below:

Products and Systems Integration Segment

In 2025, the segment's net sales were $7.3 billion, representing 62% of our consolidated net sales.

MCN

Our MCN technology includes infrastructure and devices for LMR, mobile ad-hoc network ("MANET") technology, as well as devices for public safety Long Term Evolution ("LTE") and public carrier LTE. Our technology enables voice and multimedia collaborations across two-way radio, Wi-Fi and public and private broadband networks. We are a global leader in the two-way radio category, including Project 25 (P25), Terrestrial Trunked Radio (TETRA) and Digital Mobile Radio (DMR), as well as other professional and commercial radio ("PCR") solutions. We also deliver LTE solutions for public safety, government, including defense, and enterprise users, with our portfolio of devices operating in both low-band and mid-band frequencies. Additionally, through our MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, we support defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure.

We believe that public safety, government agencies, including defense, and enterprises continue to trust mission-critical communications systems and devices because they are purpose-built and designed for reliability, availability, security and resiliency to help keep people connected even during the most challenging conditions.

By extending our two-way radios with broadband data capabilities, we strive to provide our customers with greater functionality and multimedia access to the information and data they need in their workflows. Examples include application services such as GPS location to better protect lone workers, job dispatch to assign work orders and over-the-air programming to optimize device uptime. Our view is that complementary data applications such as these enable our customers to work more efficiently and safely, while maintaining their mission-critical voice communications to remain connected and working in collaboration with others.

Primary sources of revenue for this technology come from selling devices and building communications systems, including the installation and integration of our infrastructure equipment within our customers' operations. The MCN technology within the Products and Systems Integration segment represented 84% of the net sales of the total segment in 2025.

Video

Our Video technology includes video management infrastructure, AI-powered security cameras including fixed and certain mobile video equipment, as well as on-premises and cloud-based access control solutions. We deploy video security and access control solutions to thousands of government, public safety and enterprise customers around the world, including schools, transportation systems, healthcare centers, public venues, commercial real estate, utilities, prisons, factories, casinos, airports, financial institutions, government facilities, state and local law enforcement agencies and retailers.

Organizations utilize video security and access control to verify critical events or incidents in real-time and to provide evidentiary data to investigate an event after it occurs. Our view is that government and public safety customers are increasingly turning to video security technologies to increase visibility, accountability and safety for communities and first responders alike.

The Video technology within the Products and Systems Integration segment represented 16% of the net sales of the total segment in 2025.

Software and Services Segment

In 2025, the segment's net sales were $4.4 billion, representing 38% of our consolidated net sales.

MCN

MCN services include support and managed services, which offer a broad continuum of support for our customers. Support services include repair and replacement, technical support and preventative maintenance, and more advanced offerings such as system monitoring, software updates and cybersecurity services. Managed services range from partial to full operational support of customer-owned or Motorola Solutions-owned communications systems. Our customers' systems often have multi-year or multi-decade lifespans that help drive demand for software upgrades, as well as additional services to monitor, manage, maintain and secure these complex networks and solutions. We strive to deliver services to our customers that help improve performance across their systems, devices and applications for greater safety and productivity.

Given the mission-critical nature of our customers' operational environments, we aim to design the mission-critical networks they rely on for reliability, availability, security and resiliency. We have a comprehensive approach to system upgrades that addresses hardware, software and implementation services. As new system releases and data security updates become available, we work with our customers to upgrade software, hardware, or both. This may include site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, network security devices such as firewalls and intrusion detection sensors, on-site or remotely.

The MCN technology within the Software and Services segment represented 58% of the net sales of the total segment in 2025.

Video

Video software includes video network management and access control software, decision management and digital evidence management software, certain mobile video equipment and advanced vehicle location data analysis software, including license plate recognition, site protection, and mailroom and visitor management software. Our software is designed to complement video hardware systems, providing end-to-end video security to help keep people, property and places safe.

Our video network management software integrates AI-powered analytics to deliver operational insights to our customers by bringing attention to important events within their video footage. Given the growing volume of video content, we believe that AI-powered analytics are critical to delivering meaningful, action-oriented insights. Our view is that these insights can help to proactively detect an important event in real time as well as reactively search video content to investigate an important event that occurred in the past. For example, AI-powered analytics can highlight a person at a facility out of hours (unusual activity), locate a missing child at a theme park (appearance search), automate video verification workflows for building access (site protection), flag a vehicle of interest at a school (license plate recognition), send an alert if doors to a restricted area are propped open at a hospital (access control), trigger a school's customized lockdown plan while simultaneously alerting first responders and sharing the school's video footage (decision management) or redact people and objects in video evidence for investigations (digital evidence management).

Our cloud technologies can offer organizations the ability to access, search and manage their video security intrusion, access control, mailroom and visitor management systems from a centralized dashboard, accessible on remote devices such as smartphones and laptops via web browser or mobile app. Additionally, our on-premises fixed video systems can be connected to the cloud, enabling our customers to securely access and manage video across their sites from a remote or central monitoring location. We believe that governments, public safety agencies and enterprises are increasingly turning to scalable, cloud-based multi-factor authentication access control to make their facilities more secure.

Our Video services include our "hardware-as-a-subscription" offerings for law enforcement, simplifying procurement by offering cameras in a predictable subscription. Our body cameras can be paired with either on-premises or cloud-based digital evidence management software and complementary command center products. Our cloud solutions are also sold as-a-service, available from single-year to multi-year hosted services, supporting our customers with upgrades and software enhancements to help ensure system performance and technological advancement. We also provide central monitoring services for customers who prefer a turnkey offering.

The Video technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Command Center

Our Command Center portfolio offers cloud-native, on-premises and hybrid software solutions that support the entire public safety workflow, from the initial 911 call through case closure. Our portfolio includes software applications and AI-powered capabilities that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions. Our software serves call takers, dispatchers, first responders, intelligence analysts, records and evidence specialists, detectives, crime analysts, and corrections officers.

Command Center also includes interoperability solutions, ensuring communication across LMR and broadband networks, enabling critical connectivity solutions for both public safety and enterprise customers. We provide flexibility with both cloud-native applications for the command center and devices, as well as cloud features that augment existing on-premises applications, allowing customers to optimize technology investments and adopt a hybrid approach.

The Command Center technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

2025 Financial Results

- Net sales were $11.7 billion in 2025 compared to $10.8 billion in 2024.
- Operating earnings were $3.0 billion in 2025 compared to $2.7 billion in 2024.
- Net earnings attributable to Motorola Solutions, Inc. were $2.2 billion, or $12.75 per diluted common share in 2025, compared to earnings of $1.6 billion, or $9.23 per diluted common share in 2024.
- Our operating cash flow was $2.8 billion in 2025 compared to $2.4 billion in 2024.
- We returned approximately $1.9 billion of capital to shareholders, in the form of $728 million in dividends and $1.2 billion in share repurchases in 2025.
- We increased our quarterly dividend by 11% to $1.21 per share in November 2025.
- We ended 2025 with a backlog position of $15.7 billion, up $1.0 billion compared to 2024.

Segment Financial Highlights

- In the Products and Systems Integration segment, net sales were $7.3 billion in 2025, an increase of $370 million, or 5%, compared to $6.9 billion in 2024. On a geographic basis, net sales increased in both the North America and International regions. Operating earnings were $1.8 billion in 2025, compared to $1.7 billion in 2024. Operating margins were 24.3% in both 2025 and 2024 primarily driven by higher sales, improved gross margins and a gain related to the Hytera litigation, partially offset by higher employee incentive costs and an increase in intangible amortization expenses.
- In the Software and Services segment, net sales were $4.4 billion in 2025, an increase of $495 million, or 13%, compared to $3.9 billion in 2024. On a geographic basis, net sales increased in both the North America and International regions. Operating earnings were $1.2 billion in 2025, compared to $1.0 billion in 2024. Operating margins increased in 2025 to 27.7% from 25.7% in 2024 primarily driven by higher sales and improved operating leverage, partially offset by higher expenses associated with acquired businesses and higher employee incentive costs.

Recent Events

Macroeconomic Environment Update

The current global trade environment is complex and evolving. In 2025, the U.S. initiated a series of trade actions which imposed new tariffs and increased existing tariffs on goods imported from various countries, contributing to a global trade landscape subject to evolving tariffs, import/export regulations, including restrictions around rare earth minerals, trade barriers and trade disputes. We continue to monitor the impact of the current trade environment, including tariffs implemented under the International Emergency Economic Powers Act (IEEPA), for the impacts of policy volatility, pending judicial outcomes, and evolving geopolitical events that may impact our supply chain costs and operational efficiency. In addition, we are observing shifting dynamics in the memory market driven by substantial demand from the AI data center sector. As a result, we continue to observe elevated volatility and uncertainty around the global supply chain.

We engage with global suppliers across a diverse network of locations around the world. We continue to work with our global supply base to mitigate our exposure to the risks to global reciprocal (and sectoral) tariffs, navigate import/export regulations that have developed, and which may continue to develop, and mitigate our exposure to rising costs to facilitate continued supply at levels in order to meet our current customer demand. As a result of the dynamic global supply chain environment, we have experienced increased costs on materials and components, which we have substantially mitigated during 2025 and for which we expect to continue to develop mitigation actions going forward.

We continue to see demand for our products and services supported by a multitude of funding sources. In July 2025, the "One Big Beautiful Bill Act" ("OBBBA") was enacted into law by the President of the United States, which provided a number of changes including funding over the next four years for border security, national security and other opportunities. We expect OBBBA to provide an additional source of funding to our federal government customers over the four-year period available through OBBBA.

Recent Acquisitions

Segment	Technology	Acquisition	Description	Purchase Price	Date of Acquisition
Software and Services	Video Security and Access Control	Blue Eye	Provider of AI-powered enterprise remote video monitoring ("RVM") services.	$79 million and share-based compensation of $1 million	November 18, 2025
Products and Systems Integration & Software and Services	Mission Critical Networks	Silvus	Designer and developer of software-defined high-speed MANET technology.	$4.4 billion and share-based compensation of $20 million	August 6, 2025
Software and Services	Command Center	Theatro	Creator of AI and voice-powered communication and digital workflow software for frontline workers.	$174 million and share-based compensation of $5 million	March 6, 2025
Software and Services	Command Center	RapidDeploy	Provider of cloud-native 911 solutions.	$240 million and share-based compensation of $6 million	February 21, 2025
Software and Services	Command Center	3tc Software	Provider of control room software solutions.	$23 million and share-based compensation of $4 million	October 29, 2024
Software and Services	Command Center	Noggin	Provider of cloud-based business continuity planning, operational resilience and critical event management software.	$92 million and share-based compensation of $19 million	July 1, 2024
Software and Services	Video Security and Access Control	Unnamed vehicle location and management solutions business	Provider of vehicle location and management solutions.	$132 million and share-based compensation of $3 million	July 1, 2024
Products and Systems Integration	Video Security and Access Control	Silent Sentinel	Provider of specialized, long-range cameras.	$37 million	February 13, 2024
Products and Systems Integration	Video Security and Access Control	IPVideo	Creator of a multifunctional safety and security device.	$170 million and share-based compensation of $5 million	December 15, 2023

Looking Forward

We expect continued growth opportunities spanning public safety, government, including defense, and enterprise industries, driven by investments, including acquisitions, in our integrated ecosystem of MCN, Video and Command Center technologies. We believe uniting these safety and security technologies into a tightly integrated workflow enables better outcomes and drives long-term growth. We expect customers will increasingly turn to these integrated solutions to modernize operations and bridge data silos, streamlining workflows to enhance productivity, speed and safety.

As global threats and large-scale incidents rise, we believe our foundational communications backbone provides the scale, security and reliability that our customers depend on. Grounded in our mission-critical communications expertise, we enable the connectivity platform and services that integrate LMR, broadband and MANET that allows customers to operationalize intelligence across diverse environments, underscoring the necessity for secure, resilient networks. We further expect our investments in our intelligent network footprint will position us well within the defense sector as global investments in drones, unmanned systems and resilient tactical networks rise.

Within Video, we expect growth across our fixed and mobile solutions as we converge video with other mission-critical technologies. Our SVX body-worn assistant exemplifies this strategy by converging secure voice, video and AI into a single device to offer a highly differentiated solution. We believe other growth drivers include the expansion of advanced analytics and "video-as-a-service" beyond traditional enterprise markets to government, including defense, and public safety customers, and the continued adoption of cloud video security solutions. Additionally, we anticipate increasing demand for scalable, cloud-based access control and multi-factor authentication as facilities seek real time, centralized monitoring capabilities to enhance site security.

We believe our Command Center portfolio will continue to serve as the central operational hub for our customers, unifying technologies to streamline workflows from "911 call to case closure" and across complex enterprise environments, while accelerating the transition to our cloud solutions. Assist, our mission-critical AI, operationalizes intelligence across the command center to enable automation and deliver high-fidelity insights. In public safety, Assist enables 911 transcription, live translation and narrative development to accelerate response and enhance reporting accuracy. In enterprise settings, Assist enables proactive threat detection and operational efficiency to help protect personnel and assets.

We expect that our customers will continue to turn to cloud-based integrated solutions which will drive increased growth across our portfolio of native cloud and hybrid solutions. We remain focused on providing customers the flexibility to deploy technology with the model that best fits their sovereignty and operational needs. As the digital threat landscape evolves, we expect customers to increasingly rely on our cybersecurity protection and 24/7 managed and support services.

Results of Operations

	Years ended December 31					
(Dollars in millions, except per share amounts)	**2025**	**% of Sales ****	2024	% of Sales **	2023	% of Sales **
Net sales from products	**$ 6,770**		$ 6,454		$ 5,814	
Net sales from services	**4,912**		4,363		4,164	
Net sales	**11,682**		10,817		9,978	
Costs of product sales	**2,776**	**41.0 %**	2,674	41.4 %	2,591	44.6 %
Costs of services sales	**2,871**	**58.4 %**	2,631	60.3 %	2,417	58.0 %
Costs of sales	**5,647**	**48.3 %**	5,305	49.0 %	5,008	50.2 %
Gross margin	**6,035**	**51.7 %**	5,512	51.0 %	4,970	49.8 %
Selling, general and administrative expenses	**1,870**	**16.0 %**	1,752	16.2 %	1,561	15.6 %
Research and development expenditures	**970**	**8.3 %**	917	8.5 %	858	8.6 %
Other charges	**207**	**1.8 %**	155	1.4 %	257	2.6 %
Operating earnings	**2,988**	**25.6 %**	2,688	24.8 %	2,294	23.0 %
Other income (expense):						
Interest expense, net	**(302)**	**(2.6)%**	(227)	(2.1)%	(216)	(2.2)%
Other, net	**126**	**1.1 %**	(489)	(4.5)%	68	0.7 %
Total other expense	**(176)**	**(1.5)%**	(716)	(6.6)%	(148)	(1.5)%
Net earnings before income taxes	**2,812**	**24.1 %**	1,972	18.2 %	2,146	21.5 %
Income tax expense	**652**	**5.6 %**	390	3.6 %	432	4.3 %
Net earnings	**2,160**	**18.5 %**	1,582	14.6 %	1,714	17.2 %
Less: Earnings attributable to noncontrolling interests	**6**	**0.1 %**	5	— %	5	0.1 %
Net earnings*	**$ 2,154**	**18.4 %**	$ 1,577	14.6 %	$ 1,709	17.1 %
Earnings per diluted common share*	**$ 12.75**		$ 9.23		$ 9.93	

* Amounts attributable to Motorola Solutions, Inc. common shareholders.

** Percentages may not add due to rounding.

Geographic Market Sales by Locale of End Customer

	2025	2024	2023
North America	**72 %**	72 %	69 %
International	**28 %**	28 %	31 %
	100 %	100 %	100 %

Results of Operations—2025 Compared to 2024

Net Sales

	Years ended December 31		
(In millions)	**2025**	2024	*% Change*
Net sales from Products and Systems Integration	**$ 7,253**	$ 6,883	5 %
Net sales from Software and Services	**4,429**	3,934	13 %
Net sales	**$ 11,682**	$ 10,817	8 %

The Products and Systems Integration segment's net sales represented 62% of our net sales in 2025, compared to 64% of our net sales in 2024. The Software and Services segment's net sales represented 38% of our net sales in 2025, compared to 36% of our net sales in 2024.

Net sales increased by $865 million, or 8%, compared to 2024. The 13% increase in the Software and Services segment was driven by a 12% increase in the North America region and a 14% increase within the International region. The 5% increase in net sales within the Products and Systems Integration segment was driven by a 4% increase in the North America region and a 8% increase in the International region. The increase in net sales included:

- an increase in the Software and Services segment, inclusive of $120 million of revenue from acquisitions, driven by an increase in MCN, Video and Command Center; and
- an increase in the Products and Systems Integration segment, inclusive of $262 million of revenue from acquisitions, driven by growth in MCN and Video;
- inclusive of $35 million from favorable currency rates.

Regional results included:

- a 7% increase in the North America region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center; and
- a 11% increase in the International region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center.

Products and Systems Integration

The 5% increase in the Products and Systems Integration segment was driven by the following:

- a $327 million, or 6% growth in MCN, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $43 million, or 4% growth in Video, driven by the North America region; and
- inclusive of $20 million from favorable currency rates.

Software and Services

The 13% increase in the Software and Services segment was driven by the following:

- a $220 million, or 9% growth in MCN, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $157 million, or 20% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $118 million, or 15% growth in Command Center, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- inclusive of $15 million from favorable currency rates.

Gross Margin

(In millions)	*Years ended December 31* 2025	2024	*% Change*
Gross margin from Products and Systems Integration	**$ 3,915**	$ 3,668	7 %
Gross margin from Software and Services	**2,120**	1,844	15 %
Gross margin	**$ 6,035**	$ 5,512	9 %

Gross margin was 51.7% of net sales in 2025 compared to 51.0% of net sales in 2024. The primary drivers of this increase in gross margin as a percentage of net sales were:

- a 1.0% increase in gross margin as a percentage of net sales in the Software and Services segment, inclusive of acquisitions, primarily driven by higher sales and expanded margins, including favorable mix; and
- a 0.7% increase in gross margin as a percentage of net sales in the Products and Systems Integration segment, inclusive of acquisitions, primarily driven by higher sales and lower direct material costs, despite higher tariffs.

Selling, General and Administrative ("SG&A") Expenses

(In millions)	*Years ended December 31* 2025	2024	*% Change*
SG&A expenses from Products and Systems Integration	**$ 1,478**	$ 1,392	6 %
SG&A expenses from Software and Services	**392**	360	9 %
SG&A expenses	**$ 1,870**	$ 1,752	7 %

SG&A expenses increased $118 million, or 7% in 2025 compared to 2024 primarily due to:

- an $86 million, or 6% increase in Products and Systems Integration SG&A expenses primarily due to higher employee incentive costs, including share-based compensation and investments in video, and higher expenses associated with acquired businesses, partially offset by lower expenses related to legal matters, including Hytera-related legal expenses; and
- a $32 million, or 9% increase in Software and Services SG&A expenses primarily due to higher expenses associated with acquired businesses and employee incentive costs, partially offset by lower expenses related to legal matters.

SG&A expenses were 16.0% of net sales in 2025 compared to 16.2% of net sales in 2024.

Research and Development ("R&D") Expenditures

(In millions)	*Years ended December 31* 2025	2024	% Change
R&D expenditures from Products and Systems Integration	**$ 598**	$ 575	4 %
R&D expenditures from Software and Services	**372**	342	9 %
R&D expenditures	**$ 970**	$ 917	6 %

R&D expenditures increased $53 million, or 6% in 2025 compared to 2024 primarily due to:

- a $30 million, or 9% increase in Software and Services R&D expenditures primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses; and
- a $23 million, or 4% increase in Products and Systems Integration R&D expenditures primarily due to higher employee incentive costs and higher expenses associated with acquired businesses.

R&D expenditures were 8.3% of net sales in 2025 and 8.5% of net sales in 2024.

Other Charges

(In millions)	*Years ended December 31* 2025	2024
Other charges from Products and Systems Integration	**$ 78**	$ 25
Other charges from Software and Services	**129**	$ 130
Other charges	**$ 207**	$ 155

Other charges increased $52 million, or 34% in 2025 compared to 2024 due to a $53 million, or 212% increase in Products and System Integration and a $1 million, or 1% decrease in Software and Services. The increase was primarily driven by:

- $234 million of intangible asset amortization expense in 2025 compared to $152 million of intangible asset amortization expense in 2024, an increase primarily due to amortization of intangible assets from the acquisition of Silvus;
- $66 million of acquisition-related transaction fees in 2025, primarily due to the acquisition of Silvus, compared to $20 million of acquisition-related transaction fees in 2024;
- $44 million of reorganization of business expenses in 2025 compared to $26 million of reorganization of business expenses in 2024; and
- $15 million of legal settlements in 2025 compared to $7 million of legal settlements in 2024; partially offset by
- $157 million of gains on the Hytera litigation in 2025 compared to $61 million of gains in 2024 for the amounts recovered through legal proceedings due to theft of our trade secrets (see "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information).

Operating Earnings

(In millions)	*Years ended December 31* 2025	2024
Operating earnings from Products and Systems Integration	**$ 1,761**	$ 1,676
Operating earnings from Software and Services	**1,227**	1,012
Operating earnings	**$ 2,988**	$ 2,688

Operating earnings increased $300 million, or 11% in 2025 compared to 2024. The increase in operating earnings was due to:

- a $215 million increase in the Software and Services segment from 2024 to 2025, primarily driven by higher sales, expanded margins, including favorable mix, improved operating leverage and lower expenses related to legal matters, partially offset by higher expenses associated with acquired businesses and higher employee incentive costs, including share-based compensation; and
- a $85 million increase in the Products and Systems Integration segment from 2024 to 2025, primarily driven by higher sales, a gain on the Hytera litigation (for further information regarding the Hytera litigation, refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K), improved gross margins driven by lower direct material costs, despite higher tariffs, partially offset by higher employee incentive costs, including share-based compensation and investments in video, an increase in intangible amortization expense, an increase in acquisition related transaction fees, primarily related to the Silvus acquisition, and higher expenses associated with acquired businesses.

Interest Expense, net

(In millions)	*Years ended December 31* 2025	2024
Interest expense, net	**$ (302)**	$ (227)

The $75 million increase in net interest expense in 2025 compared to 2024 was primarily driven by higher outstanding debt partially offset by interest accruals related to audits with taxing authorities in foreign jurisdictions in 2024, which did not recur in 2025.

Other, net

(In millions)	*Years ended December 31*	
	2025	2024
Other, net	**$ 126**	$ (489)

The $615 million change in Other, net income in 2025 compared to Other, net expense in 2024 was primarily due to:

- $585 million of loss from the extinguishment of the $1.0 billion of 1.75% senior convertible notes issued to Silver Lake Partners (the "Silver Lake Convertible Debt") which was recognized in 2024 and did not recur in 2025;
- $42 million of gains on derivatives in 2025 compared to $19 million of losses on derivatives in 2024;
- $19 million of gains on fair value adjustments to equity investments in 2025 compared to $5 million of losses on fair value adjustments to equity investments in 2024; and
- $11 million of losses on assessments of uncertain tax positions recognized in 2024 that did not recur in 2025; partially offset by
- $55 million of foreign currency losses in 2025 compared to $2 million of foreign currency gains in 2024; and
- $124 million of net periodic pension and postretirement benefit in 2025 compared to $132 million of net periodic pension and postretirement benefit in 2024.

Effective Tax Rate

(In millions)	*Years ended December 31*	
	2025	2024
Income tax expense	**$ 652**	$ 390

Income tax expense increased by $262 million in 2025 compared to 2024, for an effective tax rate of 23.2%, which is higher than the current U.S. federal statutory rate of 21% primarily due to $80 million of tax expense for estimated 2025 U.S. state income taxes, partially offset by $38 million of benefits due to the recognition of excess tax benefits on share-based compensation.

Our effective tax rate in 2024 was 19.8%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $113 million benefit from our decision to implement a business initiative in 2024 which allows for additional utilization of foreign tax credit carryforwards on our 2023 U.S. tax return and current year generation of foreign tax credits;
- $99 million benefit from the foreign derived intangible income deduction inclusive of a higher foreign derived intangible income deduction on our 2023 U.S. tax return due to our decision to implement a business initiative in 2024;
- $35 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $22 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $124 million tax expense due to the non-tax deductible loss on the extinguishment of Silver Lake Convertible Debt; and
- $81 million tax expense for estimated 2024 U.S. state income taxes.

Our 2024 reconciliation between our effective tax rate and the U.S. federal statutory rate has been revised as a result of our election to apply the retrospective transition method of ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," with descriptions now presented to align with the new disclosure requirements. For further information, see "Note 7: Income Taxes" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K.

Results of Operations—2024 Compared to 2023

Net Sales

(In millions)	*Years ended December 31* 2024	2023	% Change
Net sales from Products and Systems Integration	**$ 6,883**	$ 6,242	10 %
Net sales from Software and Services	**3,934**	3,736	5 %
Net sales	**$ 10,817**	$ 9,978	8 %

The Products and Systems Integration segment's net sales represented 64% of our net sales in 2024, compared to 63% of our net sales in 2023. The Software and Services segment's net sales represented 36% of our net sales in 2024, compared to 37% of our net sales in 2023.

Net sales increased by $839 million, or 8%, in 2024 compared to 2023. The 10% increase in net sales within the Products and Systems Integration segment was driven by a 13% increase in the North America region and a 3% increase in the International region. The 5% increase in the Software and Services segment was driven by a 12% increase in the North America region partially offset by an 8% decline within the International region. The increase in net sales included:

- an increase in the Products and Systems Integration segment, inclusive of $43 million of revenue from acquisitions, driven by growth in MCN and Video;
- an increase in the Software and Services segment, inclusive of $52 million of revenue from acquisitions, driven by an increase in Video and Command Center, partially offset by MCN due to the revenue reduction on Airwave services in accordance with the legal order imposed by the Competition and Markets Authority (CMA) which implemented a prospective price control on Airwave (the "Charge Control") and the Company's exit of the Emergency Services Network contract with the Home Office in 2022, inclusive of twelve months of transition services through the end of 2023 (the "ESN Exit"); and
- inclusive of $2 million from unfavorable currency rates.

Regional results included:

- a 13% increase in the North America region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center; and
- a 2% decline in the International region, inclusive of revenue from acquisitions, driven by the revenue reduction on Airwave services in accordance with the Charge Control and the ESN Exit, partially offset by growth in MCN, Video and Command Center.

Products and Systems Integration

The 10% increase in the Products and Systems Integration segment was driven by the following:

- a $612 million, or 12% growth in MCN, driven by both the North America and International regions;
- a $29 million, or 3% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- inclusive of $2 million from unfavorable currency rates.

Software and Services

The 5% increase in the Software and Services segment was driven by the following:

- a $165 million, or 27% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- a $71 million, or 10% growth in Command Center, inclusive of revenue from acquisitions, driven by both the North America and International regions; partially offset by
- a $38 million, or 2% decrease in MCN, driven by the revenue reduction on Airwave services in accordance with the Charge Control and the ESN Exit, partially offset by an increase in both the North America and International regions.

Gross Margin

(In millions)	*Years ended December 31* 2024	2023	% Change
Gross margin from Products and Systems Integration	**$ 3,668**	$ 3,127	17 %
Gross margin from Software and Services	**1,844**	1,843	— %
Gross margin	**$ 5,512**	$ 4,970	11 %

Gross margin was 51.0% of net sales in 2024 compared to 49.8% of net sales in 2023. The primary drivers of this increase in gross margin as a percentage of net sales were:

- a 3.2% increase in gross margin as a percentage of net sales in the Products and Systems Integration segment, inclusive of acquisitions, primarily driven by higher sales, favorable mix and lower direct material costs; partially offset by
- a 2.4% decrease in gross margin as a percentage of net sales in the Software and Services segment, inclusive of acquisitions, driven by the revenue reduction on Airwave services in accordance with the Charge Control.

Selling, General and Administrative ("SG&A") Expenses

(In millions)	*Years ended December 31* 2024	2023	% Change
SG&A expenses from Products and Systems Integration	**$ 1,392**	$ 1,239	12 %
SG&A expenses from Software and Services	**360**	322	12 %
SG&A expenses	**$ 1,752**	$ 1,561	12 %

SG&A expenses increased $191 million, or 12% in 2024 compared to 2023 primarily due to:

- a $153 million, or 12% increase in Products and Systems Integration SG&A expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses related to legal matters, including Hytera-related legal expenses; and
- a $38 million, or 12% increase in Software and Services SG&A expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses related to legal matters.

SG&A expenses were 16.2% of net sales in 2024 compared to 15.6% of net sales in 2023.

Research and Development ("R&D") Expenditures

(In millions)	*Years ended December 31* 2024	2023	% Change
R&D expenditures from Products and Systems Integration	**$ 575**	$ 551	4 %
R&D expenditures from Software and Services	**342**	307	11 %
R&D expenditures	**$ 917**	$ 858	7 %

R&D expenditures increased $59 million, or 7% in 2024 compared to 2023 primarily due to:

- a $35 million, or 11% increase in Software and Services R&D expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses; and
- a $24 million, or 4% increase in Products and Systems Integration R&D expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses.

R&D expenditures were 8.5% of net sales in 2024 and 8.6% of net sales in 2023.

Other Charges

(In millions)	*Years ended December 31*	
	2024	2023
Other charges from Products and Systems Integration	**$ 25**	$ 94
Other charges from Software and Services	**130**	163
Other charges	**$ 155**	$ 257

Other charges decreased $102 million, or 40% in 2024 compared to 2023 due to a $69 million, or 73% decrease in Products and Systems Integration and a $33 million, or 20% decrease in Software and Services. The decrease was primarily due to:

- $61 million of gains on the Hytera litigation in 2024 for the amounts recovered through legal proceedings due to theft of our trade secrets that did not occur in 2023 (see "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information);
- $152 million of intangible asset amortization expense in 2024 compared to $177 million of intangible asset amortization expense in 2023;
- $24 million of impairment loss related to the exit of video manufacturing operations in 2023 that did not occur in 2024 (see "Property, Plant and Equipment, Net" within "Note 4: Other Financial Data" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information); and
- $2 million of environmental reserve expense in 2024 compared to $15 million in 2023; partially offset by
- $20 million of acquisition-related transaction fees in 2024 compared to $7 million of acquisition-related transaction fees.

Operating Earnings

(In millions)	*Years ended December 31*	
	2024	2023
Operating earnings from Products and Systems Integration	**$ 1,676**	$ 1,244
Operating earnings from Software and Services	**1,012**	1,050
Operating earnings	**$ 2,688**	$ 2,294

Operating earnings increased $394 million, or 17% in 2024 compared to 2023. The increase in Operating earnings was due to:

- a $432 million increase in the Products and Systems Integration segment from 2023 to 2024, primarily driven by higher sales, favorable mix and a gain on the Hytera litigation (for further information regarding the Hytera litigation, refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K), partially offset by higher employee incentive costs, including share-based compensation, higher expenses related to legal matters, including Hytera related expenses, and higher expenses associated with acquired businesses; partially offset by
- a $38 million decrease in the Software and Services segment from 2023 to 2024, primarily driven by the revenue reduction on Airwave services in accordance with the Charge Control, higher employee incentive costs, including share-based compensation, higher expenses associated with acquired businesses and higher expenses related to legal matters, partially offset by higher sales and a reduction in intangible amortization expenses.

Interest Expense, net

(In millions)	*Years ended December 31*	
	2024	2023
Interest expense, net	**$ (227)**	$ (216)

The $11 million increase in net interest expense in 2024 compared to 2023 was primarily driven by higher interest rates on outstanding debt and an interest accrual related to audits with taxing authorities in foreign jurisdictions, partially offset by higher interest income.

Other, net

(In millions)	*Years ended December 31*	
	2024	2023
Other, net	**$ (489)**	$ 68

The $557 million change in Other, net expense in 2024 compared to Other, net income 2023 was primarily due to:

- $585 million of loss from the extinguishment of the Silver Lake Convertible Debt which was recognized in 2024;
- $19 million of losses on derivatives in 2024 compared to $20 million of gains on derivatives in 2023;
- $5 million of losses on fair value adjustments to equity investments in 2024 compared to an $13 million of gains on fair value adjustments to equity investments in 2023; and
- $11 million of losses on assessments of uncertain tax positions recognized in 2024; partially offset by
- $2 million of foreign currency gains in 2024 compared to $53 million of foreign currency losses in 2023;
- $132 million of net periodic pension and postretirement benefit in 2024 compared to $99 million of net periodic pension and postretirement benefit in 2023; and
- $3 million of investment impairments in 2024 compared to $16 million of investment impairments in 2023.

Effective Tax Rate

(In millions)	*Years ended December 31*	
	2024	2023
Income tax expense	**$ 390**	$ 432

Income tax expense decreased by $42 million in 2024 compared to 2023, for an effective tax rate of 19.8%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $113 million benefit from our decision to implement a business initiative in 2024 which allows for additional utilization of foreign tax credit carryforwards on our 2023 U.S. tax return and current year generation of foreign tax credits;
- $99 million benefit from the foreign derived intangible income deduction inclusive of a higher foreign derived intangible income deduction on our 2023 U.S. tax return due to our decision to implement a business initiative in 2024;
- $35 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $22 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $124 million tax expense due to the non-tax deductible loss on the extinguishment of Silver Lake Convertible Debt; and
- $81 million tax expense for estimated 2024 U.S. state income taxes.

Our effective tax rate in 2023 was 20.1%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $38 million benefit from the foreign derived intangible income deduction;
- $29 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $19 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $62 million tax expense for estimated 2023 U.S. state income taxes.

The information set forth above in "Effective Tax Rate" has been revised to reflect our election to apply the retrospective transition method of ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosure."

Reorganization of Businesses

In 2025, we recorded net reorganization of business charges of $60 million relating to the separation of 830 employees, of which 590 were direct employees and 240 were indirect employees. The $60 million of charges included $16 million of charges in Cost of sales and $44 million of charges in Other charges. Included in the $60 million were charges of $62 million related to employee separation costs and $2 million related to exit costs, partially offset by $4 million of reversals for employee separation accruals no longer needed.

During 2024, we recorded net reorganization of business charges of $38 million relating to the separation of 720 employees, of which 460 were direct employees and 260 were indirect employees. The $38 million of charges included $12 million of charges in Cost of sales and $26 million of charges in Other charges. Included in the $38 million were charges of $48 million related to employee separation costs, partially offset by $6 million of reversals for employee separation accruals no longer needed and $4 million of reversals for exit cost accruals no longer needed.

During 2023, we recorded net reorganization of business charges of $53 million relating to the separation of 700 employees, of which 420 were direct employees and 280 were indirect employees. The $53 million of charges included $7 million of charges in Cost of sales and $46 million of charges in Other charges. Included in the aggregate $53 million were charges of $41 million related to employee separation costs and a $24 million impairment loss related to the exit of video manufacturing operations, partially offset by $7 million of reversals for employee separation accruals no longer needed and $5 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by business segment due to such reorganizations:

Years ended December 31	***2025***	*2024*	*2023*
Products and Systems Integration	**$ 42**	$ 32	$ 45
Software and Services	**18**	6	8
	$ 60	$ 38	$ 53

Cash payments for employee severance in connection with the reorganization of business plans were $61 million, $38 million, and $37 million in 2025, 2024, and 2023, respectively. The reorganization of business accruals for employee separation costs at December 31, 2025 were $24 million which we expect to pay within one year.

At January 1, 2025, we had an accrual of $1 million for exit costs related to our exit of the ESN contract with the Home Office. During the year, we used $1 million reflecting related cash payments.

Liquidity and Capital Resources

	Years Ended December 31		
	2025	*2024*	*2023*
Cash flows provided by (used for):			
Operating activities	**$ 2,837**	$ 2,391	$ 2,044
Investing activities	**(5,164)**	(507)	(414)
Financing activities	**1,309**	(1,448)	(1,295)
Effect of exchange rates on cash and cash equivalents	**81**	(39)	45
Increase (decrease) in cash and cash equivalents	**$ (937)**	$ 397	$ 380

Cash and Cash Equivalents

At December 31, 2025, $832 million of our $1.2 billion cash and cash equivalents balance was held in the U.S. and $333 million was held in other countries. Restricted cash was $2 million as of December 31, 2025 and $3 million as of December 31, 2024.

We routinely repatriate a portion of non-U.S. earnings each year. We have recorded income tax expense for foreign withholding tax and distribution taxes on such earnings and, under current U.S. tax laws, do not expect to incur material incremental U.S. tax on repatriation.

Where appropriate, we may also pursue capital reduction activities; however, such activities can be involved and lengthy. While we regularly repatriate funds, and a portion of offshore funds can be repatriated with minimal adverse financial impact, repatriation of some of these funds may be subject to delay due to local country approvals.

Operating Activities

The increase in operating cash flows from both 2023 to 2024 and 2024 to 2025 was primarily driven by higher earnings, net of non-cash charges.

Investing Activities

The increase in net cash used for investing activities from 2024 to 2025 was primarily due to:

- $4.6 billion increase in acquisitions and investments in 2025 compared to 2024, primarily driven by the acquisition of Silvus for $4.4 billion;
- $23 million decrease in proceeds from the sale of investments in 2025 compared to 2024; and
- $8 million increase in capital expenditures in 2025 compared to 2024.

The increase in net cash used for investing activities from 2023 to 2024 was primarily due to:

- $110 million increase in acquisitions and investments in 2024 compared to 2023; and
- $4 million increase in capital expenditures in 2024 compared to 2023; partially offset by
- $21 million increase in proceeds from the sale of investments in 2024 compared to 2023.

Financing Activities

The increase in cash flows provided by financing activities in 2025 compared to cash used for financing activities in 2024 was driven by (also see further discussion in "Debt," "Credit Facilities," "Share Repurchase Program" and "Dividends" in this section below):

- $1.6 billion decrease in repayments of debt primarily driven by the repayment of our 7.5% and 6.5% debentures in 2025 compared to the repurchase of the Silver Lake Convertible Debt and repayment of our 4.0% senior notes due 2024; and
- $2.7 billion in net proceeds from the issuance of debt in 2025 driven by the issuance of debt to fund a portion of the acquisition of Silvus, including the 4.85% senior notes due 2030, 5.2% senior notes due 2032, 5.55% senior notes due 2035 and our three-year delayed draw term loan ("term loan due 2028"), compared to $1.3 billion in net proceeds from the issuance of debt in 2024 driven by the issuance of our 5.0% senior notes due 2029 and 5.4% senior notes due 2034; and
- $923 million in net proceeds from short-term borrowings, including commercial paper, in 2025 which was used to fund a portion of the acquisition of Silvus, including our 364-day delayed draw term loan; partially offset by
- $1.2 billion used for purchases under our share repurchase program in 2025 compared to $247 million in 2024;
- $179 million cash used for the repayment of short-term borrowings, including commercial paper;
- $728 million cash used for the payment of dividends in 2025 compared to $654 million in 2024; and
- $46 million in proceeds from the issuance of common stock, net of tax, in connection with our employee stock option and employee stock purchase plans in 2025 compared to $75 million in 2024.

The increase in cash used for financing activities in 2024 compared to cash used for financing activities in 2023 was driven by:

- $1.9 billion increase in repayments of debt in 2024 primarily driven by the repurchase of the Silver Lake Convertible Debt and repayment of our 4.0% senior notes due 2024;
- $654 million cash used for the payment of dividends in 2024 compared to $589 million in 2023; and
- $75 million in proceeds from the issuance of common stock, net of tax, in connection with our employee stock option and employee stock purchase plans in 2024 compared to $104 million in 2023; partially offset by
- $1.3 billion in net proceeds in 2024 driven by the issuance of our 5.0% senior notes due 2029 and 5.4% senior notes due 2034; and
- $247 million used for purchases under our share repurchase program in 2024 compared to $804 million in 2023.

Sales of Receivables

We may choose to sell accounts receivable and long-term receivables to third-parties under one-time arrangements. We may or may not retain the obligation to service the sold accounts receivable and long-term receivables.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2025, 2024, and 2023:

Years ended December 31	**2025**	2024	2023
Accounts receivable sales proceeds	**$ 156**	$ 15	$ 96
Long-term receivables sales proceeds	**258**	205	182
Total proceeds from receivable sales	**$ 414**	$ 220	$ 278

At December 31, 2025, the Company had retained servicing obligations for $814 million of long-term receivables, compared to $794 million of long-term receivables at December 31, 2024. Servicing obligations are limited to collection activities related to the sales of accounts receivables and long-term receivables.

Debt

We had outstanding debt of $9.2 billion and $6.0 billion at December 31, 2025 and 2024, respectively, of which $749 million and $322 million was current, at December 31, 2025 and December 31, 2024, respectively.

During the year ended December 31, 2025, we repaid $252 million aggregate principal amount of the 7.5% debentures due 2025 and $70 million aggregate principal amount of the 6.5% debentures due 2025. Furthermore, during the year ended December 31, 2025 we borrowed and repaid $179 million of short-term borrowings, including commercial paper which had a weighted-average interest rate of 4.29%.

On June 16, 2025, we issued $600 million of 4.85% senior notes due 2030, $500 million of 5.2% senior notes due 2032 and $900 million of 5.55% senior notes due 2035. We recognized net proceeds of approximately $2.0 billion after debt issuance costs and discounts. The proceeds from these notes were used to fund a portion of the acquisition of Silvus.

On August 6, 2025, we borrowed $1.5 billion of senior delayed draw term loan facilities comprised of a 750 million 364-day facility and a $750 million term loan due 2028 to fund a portion of the acquisition of Silvus. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 364-Day Term Loan Credit Agreement and Three-Year Term Loan Credit Agreement, each entered into on July 21, 2025. We were in compliance with our financial covenants as of December 31, 2025. During the year ended December 31, 2025, the weighted average interest rate of the 364-day facility and the term loan due 2028 was 5.10% and 5.25%, respectively. As of December 31, 2025, $749 million of the 364-day term loan was presented as short-term borrowings within the Company's Consolidated Balance Sheets. Subsequent to year-end, on January 30, 2026, we repaid $200 million of the $750 million principal amount of the 364-day term loan, reducing the outstanding principal balance to $550 million.

On September 5, 2019, we entered into an agreement with Silver Lake Partners to issue the Silver Lake Convertible Debt, which became fully convertible on September 5, 2021. On February 14, 2024, we agreed with Silver Lake Partners to repurchase $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium. The repurchase of the Silver Lake Convertible Debt was accounted for as an extinguishment of debt, as the repurchase was negotiated under economically favorable terms outside of the original contractual conversion rate. A loss on the extinguishment of $585 million was recorded upon settlement, representing the excess of amounts repurchased over the carrying value of debt of $593 million, offset by accrued interest of $8 million. The loss on the extinguishment of debt was recorded within Other Income (Expense) in the Consolidated Statements of Operations during the year ended December 31, 2024.

We have an unsecured commercial paper program, backed by the revolving credit facility described below, under which we may issue unsecured commercial paper notes up to a maximum aggregate principal amount of $2.2 billion outstanding at any one time. At maturity, the notes are paid back in full including the interest component. The notes are not redeemable prior to maturity. As of December 31, 2025, we had no outstanding debt under the commercial paper program.

Credit Facilities

On April 25, 2025, we entered into a $2.25 billion syndicated, unsecured revolving credit facility scheduled to mature in April 2030 which can be used for general corporate purposes and letters of credit (the "2025 Motorola Solutions Credit Agreement"), which replaced our $2.25 billion 2021 Motorola Solutions Credit Agreement scheduled to mature in March 2026. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the Secured Overnight Financing Rate (SOFR), at our option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if our credit rating changes. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2025 Motorola Solutions Credit Agreement. We were in compliance with our financial covenants as of December 31, 2025.

We have investment grade ratings on our senior unsecured long-term debt. During the year ended December 31, 2025, Fitch Ratings and S&P Global Ratings reaffirmed our BBB credit ratings, and Moody's Investors Service reaffirmed our Baa2 credit rating. We continue to believe that we will be able to maintain sufficient access to the capital markets in the next twelve months and the foreseeable future.

Share Repurchase Program

Through a series of actions, the Board of Directors has authorized an aggregate share repurchase amount of up to $18.0 billion of our outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2025, we used approximately $16.9 billion of the share repurchase authority to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases. During the year ended December 31, 2024, we paid $3 million of 1% excise tax pursuant to the Inflation Reduction Act of 2022, related to our 2023 share repurchases in excess of issuances.

Our share repurchases for 2025, 2024, and 2023 are summarized as follows:

Year	*Shares Repurchased (in millions)*	*Average Price*	*Amount (in millions)*
2025	2.7	$ 420.21	$ 1,154
2024	0.6	396.69	244
2023	2.9	278.56	804

Dividends

We paid cash dividends to holders of our common stock of $728 million in 2025, $654 million in 2024, and $589 million in 2023. On January 15, 2026, we paid an additional $201 million in cash dividends to holders of our common stock.

Adequate Internal Funding Resources

We believe that we have adequate internal resources available to generate adequate amounts of cash to meet our expected working capital, capital expenditure and cash requirements for the next twelve months and the foreseeable future, as supported by the level of cash and cash equivalents in the U.S., the ability to repatriate funds from foreign jurisdictions, cash provided by operations, as well as liquidity provided by our commercial paper program backed by the 2025 Motorola Solutions Credit Agreement.

We do not anticipate a material decrease to net future cash flows generated from operations. We expect to use our available cash, investments, and debt facilities to support and invest in our business. This includes investing in our existing products and technologies, seeking new acquisition opportunities related to our strategic growth initiatives and returning cash to shareholders through common stock cash dividend payments (subject to the discretion of our Board of Directors) and share repurchases. Refer also to "Part I. Item 1A. Risk Factors" of this Form 10-K for further discussion regarding access to the capital markets.

Material Cash Requirements from Contractual and Other Obligations

Summarized in the table and text below are our short-term (within the next twelve months) and long-term material cash requirements as of December 31, 2025, which we expect to fund with a combination of operating cash flows, existing cash balances or, as needed, borrowings under new or existing debt:

	Payments Due by Period	
(in millions)	*Short-term*	*Long-term*
Debt obligations, gross[1]	$ 750	$ 8,476
Lease obligations[2]	155	521
Purchase obligations[3]	250	521
Total obligations	$ 1,155	$ 9,518

[1]Amounts included represent the estimated principal payments applicable to outstanding debt. Refer to "Note 5: Debt and Credit Facilities" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for discussion related to our long-term debt obligations.

[2]We lease certain office, factory and warehouse space, land, and other equipment, principally under non-cancelable operating leases. We are evaluating our real estate needs in order to identify opportunities to reduce long-term cash requirements for office space where practicable. Refer to "Note 3: Leases" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further discussion of these material lease obligations.

[3]Amounts included represent firm, non-cancelable commitments. Such commitments include license agreements and agreements with contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. We do not anticipate the cancellation of any of our take-or-pay agreements in the future and estimate that purchases from these suppliers will exceed the minimum obligations during the agreement periods.

Other Contingencies

Potential Contractual Damage Claims in Excess of Underlying Contract Value: In certain circumstances, we enter into contracts with customers pursuant to which the damages that could be claimed by the customer for failed performance might exceed the revenue we receive from the contract. Contracts with these types of uncapped damages provisions are fairly rare, but individual contracts could still represent meaningful risk. There is a possibility that a claim by a counterparty to one of these contracts could result in expenses that are far in excess of the revenue received from the counterparty in connection with the contract.

Indemnification Provisions: We may provide indemnifications for losses that result from the breach of general warranties contained in certain commercial and intellectual property agreements. Historically, we have not made significant payments under these agreements, nor have there been significant claims asserted against us. However, there is an increasing risk in relation to intellectual property indemnities given the current legal climate. In indemnification cases, payment by us is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract, which procedures typically allow us to challenge the other party's claims. In some instances we may have recourse against third-parties for certain payments made by us.

Legal Matters: We are a defendant in various lawsuits, claims, and actions, which arise in the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position or liquidity. However, an unfavorable resolution could have a material adverse effect on our results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Long-term Customer Financing Commitments

Outstanding Commitments: Certain purchasers of our products and services may request that we provide long-term financing (defined as financing with a term of greater than one year) in connection with the sale of equipment. These requests may include all or a portion of the purchase price of the products and services. Our obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of us by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from us. We had outstanding commitments to provide long-term financing to third-parties totaling $179 million at December 31, 2025 and $105 million at December 31, 2024.

Critical Accounting Estimates

This Management's Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period.

Management bases its estimates and judgments on historical experience, current economic and industry conditions and on various other factors that are believed to be reasonable under the circumstances. This forms the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that the following discussion addresses our most critical accounting estimates, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Revenue Recognition

We enter into arrangements which generally consist of multiple promises to our customers. We evaluate whether the promised goods and services are distinct or a series of distinct goods or services. Where contracts contain multiple performance obligations, we allocate the total estimated consideration to each performance obligation based on applying an estimated selling price ("ESP") as our best estimate of standalone selling price. We use list price as the standalone selling price for sales sold through our channel partners. Given the unique nature of the goods and services we provide to direct customers, standalone sales of our products generally do not exist. Therefore, we determine ESP by: (i) collecting all reasonably available data points including historical sales, cost and margin analyses of the product or services, and other inputs based on our normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points for similar customers and circumstances, when appropriate, based on major product or service, type of customer, geographic market, and sales volume.

We account for certain system contracts on an over time basis, electing an input method of estimated costs as a measure of performance completed. The selection of costs incurred as a measure of progress aligns the transfer of control to the overall production of the customized system.

For system contracts accounted for over time using estimated costs as a measure of performance completed, we rely on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, equipment and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. We have a standard and disciplined process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor costs, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

Retirement Benefits

Our benefit obligations and net periodic pension costs (benefits) associated with our domestic noncontributory pension plans ("U.S. Pension Benefit Plans"), our foreign noncontributory pension plans ("Non-U.S. Plans"), as well as our domestic postretirement health care plan ("Postretirement Health Care Benefits Plan"), are determined using actuarial assumptions. The assumptions are based on management's best estimates, after consulting with outside investment advisors and actuaries.

Accounting methodologies use an attribution approach that generally spreads the effects of individual events over the service lives of the participants in the plan, or estimated average lifetime when almost all of the plan participants are considered "inactive." Examples of "events" are plan amendments and changes in actuarial assumptions such as discount rate, expected long-term rate of return on plan assets, and rate of compensation increases. As such, depending on the specific plan, we amortize gains and losses over periods ranging from eight to twenty-five years. Prior service costs are being amortized over periods ranging from fourteen to twenty-four years. Benefits under all pension plans are valued based on the projected unit credit cost method.

There are various assumptions used in calculating the net periodic costs (benefits) and related benefit obligations. One of these assumptions is the expected long-term rate of return on plan assets. The required use of the expected long-term rate of return on plan assets may result in recognized pension income that is greater or less than the actual returns of those plan assets in any given year. Over time, however, the expected long-term returns are designed to approximate the actual long-term returns. We use a five-year, market-related asset value method of recognizing asset related gains and losses.

We use long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop our expected rate of return assumption used in calculating the net periodic pension cost (benefit) and the net postretirement health care benefit. Our investment return assumption for the U.S. Pension Benefit Plans was 8.01% in 2025 and 7.74% in 2024. Our investment return assumption for the Postretirement Health Care Benefits Plan was 8.55% in 2025 and 8.30% in 2024. Our weighted average investment return assumption for the Non-U.S. Plans was 6.29% in 2025 and 5.84% in 2024. For the U.S. and Non-U.S. Pension Benefit plans, a 25 bps change in expected return on plan assets would result in a $9 million and $4 million, respectively, change in net period pension benefit in 2025. For the Postretirement Health Care Benefits Plan, a 25 bps change in expected return on plan assets would have a de minimis impact to net periodic pension benefit in 2025.

A second key assumption is the discount rate. The discount rate assumptions used for the U.S. Pension Benefit Plans, the Non-U.S. Plans and the Postretirement Health Care Benefits Plan reflect, at December 31 of each year, the prevailing market rates for high-quality, fixed-income debt instruments that, if the obligation was settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. Our weighted average discount rates for measuring our U.S. Pension Benefit Plans obligations were 5.50% and 5.70% at December 31, 2025 and 2024, respectively. Our weighted average discount rates for measuring our Non-U.S. Plans were 5.25% and 5.07% at December 31, 2025 and 2024, respectively. Our discount rates for measuring the Postretirement Health Care Benefits Plan obligation were 5.12% and 5.49% at December 31, 2025 and 2024, respectively.

For the U.S. Pension Benefit Plans, a 25 bps increase in the discount rate on the projected benefit obligation would result in a $107 million reduction of the projected benefit obligation and a 25 bps decrease would result in $111 million of additional projected benefit obligation as of December 31, 2025. For the Non-U.S. Pension Benefit Plans and the Postretirement Health Care Benefits Plan, a 25 bps change in our discount rate would be de minimis as of December 31, 2025.

Valuation and Recoverability of Goodwill

We assess the recorded amount of goodwill for recovery on an annual basis as of the last day of the third quarter of each fiscal year. Goodwill is assessed more frequently if an event occurs or circumstances change that would indicate it is more-likely-than-not that the fair value of a reporting unit is below its carrying amount. We continually assess whether any such events and circumstances have occurred, which requires a significant amount of judgment. Such events and circumstances may include: (i) adverse changes in macroeconomic conditions, (ii) adverse changes in the industry or market in which we transact, (iii) changes in cost factors negatively impacting earnings and cash flows, (iv) negative or declining overall financial performance, (v) events affecting the carrying value or composition of a reporting unit, or (vi) a sustained decrease in share price, among others. Any

such adverse event or change in circumstances could have a significant impact on the recoverability of goodwill and could have a material impact on our consolidated financial statements.

The goodwill impairment assessment is performed at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a "component"). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and segment management regularly reviews the operating results of that component. When two or more components of an operating segment have similar economic characteristics, the components are aggregated and deemed a single reporting unit. An operating segment is deemed to be a reporting unit if all of its components are similar, if none of its components is a reporting unit, or if the segment comprises only a single component. Based on this guidance, we have determined that our Products and Systems Integration and Software and Services segments are comprised of four and two reporting units, respectively.

We performed a qualitative assessment to determine whether it was more-likely-than-not that the fair value of each reporting unit was less than its carrying amount for the fiscal years 2025 and 2024. In performing this qualitative assessment we assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value and entity-specific events. For fiscal years 2025 and 2024, we concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value.

Valuation of Acquired Intangible Assets

In connection with the acquisition of Silvus, we exercised significant judgment in determining the fair value of the acquired intangible assets. The assets and liabilities of acquired businesses are measured at their estimated fair values at the dates of acquisition. The excess of the purchase price over the estimated fair value of the net assets or liabilities acquired, including identified intangible assets, is recorded as goodwill. The determination and allocation of fair value to the assets acquired and liabilities assumed is based on various assumptions and valuation methodologies requiring considerable significant judgment in determining the estimates and assumptions used to estimate the fair values. Customer relationships were valued under the excess earnings method, which assumes that the value of intangible assets is equal to the present value of the incremental after-tax cash flows attributable specifically to the intangible assets. Developed technology and trade names were valued under the relief from royalty method, which assumes value to the extent that the acquired company is relieved of the obligation to pay royalties for the benefits received from it. We engaged a third-party valuation specialist to assist with the allocation of the total purchase price for the Silvus acquisition to the fair value of the net assets acquired, which required the use of several significant judgments and estimates related to the assumptions associated with the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and the discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology. We believe the significant judgments and estimates used associated with the valuation of intangible assets acquired in the Silvus acquisition are reasonable.

Recent Accounting Pronouncements and Recently Adopted Accounting Pronouncements

See "Note 1: Summary of Significant Accounting Policies" to our consolidated financial statements in "Part II. Item 8: Financial Statements and Supplementary Data" of this Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our long-term debt as interest rate fluctuations impact the fair value of our long-term debt. As of December 31, 2025, we had $8.4 billion of long-term debt, which is primarily priced at long-term, fixed interest rates. A hypothetical 10% decrease in interest rates as of the end of 2025 would have increased the fair value of our debt by approximately $202 million at December 31, 2025. See "Note 5: Debt and Credit Facilities" to the consolidated financial statements included in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information on our long-term debt.

Foreign Currency Risk

We are exposed to foreign currency risk as a result of buying and selling in various currencies, our net investments in foreign entities, and monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. We use financial instruments to reduce our overall exposure to the effects of currency fluctuations on cash flows. Our policy prohibits speculation in financial instruments for profit on exchange rate price fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure.

Our strategy related to foreign exchange exposure management is to offset the gains or losses on the financial instruments against losses or gains on the underlying operational cash flows, net investments or monetary assets and liabilities based on our assessment of risk. We enter into derivative contracts for some of our non-functional currency cash, receivables, and payables, which are primarily denominated in major currencies that can be traded on open markets. Our policy permits us to use forward contracts and options to hedge these currency exposures. In addition, we enter into derivative contracts for some forecasted transactions or net investments in some of our overseas entities, which are designated as part of a hedging relationship if it is determined that the transaction qualifies for hedge accounting under the provisions of the authoritative accounting guidance for derivative instruments and hedging activities. A portion of our exposure is from currencies that are not traded in liquid markets and these are addressed, to the extent reasonably possible, by managing net asset positions, product pricing and component sourcing.

We had outstanding foreign exchange contracts with notional values totaling $1.6 billion and $1.0 billion at the end of December 31, 2025 and December 31, 2024, respectively. Management does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2025 and the corresponding positions as of December 31, 2024:

	Notional Amount	
Net Buy (Sell) by Currency	**2025**	2024
British pound	**$ 301**	$ 124
Euro	**191**	150
Australian dollar	**(160)**	(136)
Canadian dollar	**115**	70
Danish krone	**58**	23

Foreign exchange financial instruments that are subject to the effects of currency fluctuations, which may affect reported earnings, include derivative financial instruments and other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. Currently, our derivative financial instruments consist primarily of currency forward contracts. Other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity consist primarily of cash, cash equivalents, accounts payable and accounts receivable. Assuming the amounts of the outstanding foreign exchange contracts represent our underlying foreign exchange risk related to monetary assets and liabilities, a hypothetical unfavorable 10% movement in the foreign exchange rates at December 31, 2025 would reduce the value of those monetary assets and liabilities by approximately $89 million. Our market risk calculation represents an estimate of reasonably possible net losses that would be recognized assuming hypothetical 10% movements in future currency market pricing and is not necessarily indicative of actual results, which may or may not occur. It does not represent the maximum possible loss or any expected loss that may occur, since actual future gains and losses will differ from those estimated, based upon, among other things, actual fluctuation in market rates, operating exposures, and the timing thereof. We believe, however, that any such loss incurred would be offset by the effects of market rate movements on the respective underlying derivative financial instruments transactions.

Item 8: Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Motorola Solutions, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Motorola Solutions, Inc. and its subsidiaries (the "Company") as of December 31, 2025 and 2024, and the related consolidated statements of operations, of comprehensive income (loss), of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control Over Financial Reporting, management has excluded Silvus Technologies Holdings Inc. ("Silvus") from its assessment of internal control over financial reporting as of December 31, 2025, because it was acquired by the Company in a purchase business combination during 2025. We have also excluded Silvus from our audit of internal control over financial reporting. Silvus is a wholly owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent 1% and 2%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2025.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Estimated Costs to Complete for Certain System Contracts

As described in Note 1 to the consolidated financial statements, $2.2 billion of the Company's total net sales for the year ended December 31, 2025 was generated from system contracts, a majority of which were accounted for on an over time basis. The Company's revenue recognition over time is based on an input measure of costs incurred, which depicts the transfer of control to its customers under its contracts. For system contracts accounted for over time using estimated costs as a measure of performance completed, management relies on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, material and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. Management reviews the progress and performance of open contracts in order to determine the Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor cost, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known.

The principal considerations for our determination that performing procedures relating to revenue recognition - estimated costs to complete for certain system contracts is a critical audit matter are (i) the significant judgment by management in determining the total net sales and Estimated Costs to Complete, including significant judgments and assumptions, on a contract by contract basis and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to management's determination of total net sales and Estimated Costs to Complete for certain system contracts.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over management's determination of total net sales and Estimated Costs to Complete for certain system contracts. These procedures also included, among others (i) testing management's process for determining the total net sales and Estimated Costs to Complete for certain system contracts and (ii) evaluating, for a sample of contracts, the reasonableness of certain significant judgments and assumptions used by management. Evaluating the significant judgments and assumptions used by management in determining the total net sales and Estimated Costs to Complete involved evaluating whether the significant judgments and assumptions were reasonable considering (i) on a test basis, management's historical forecasting accuracy; (ii) on a test basis, evidence to support the relevant judgments and assumptions; (iii) the consistent application of accounting policies; and (iv) the timely identification of circumstances which may require a modification to a previous estimate.

Acquisition of Silvus - Valuation of Certain Customer Relationships and Certain Developed Technology

As described in Note 15 to the consolidated financial statements, on August 6, 2025, the Company acquired Silvus for a purchase price of $4.4 billion, net of cash acquired, purchase price adjustments, and contingent earnout consideration. Of the acquired identifiable intangible assets, $820 million of customer relationships and $920 million of developed technology were recorded, a significant portion of which relates to certain customer relationships and a significant portion of which relates to certain developed technology. Fair value is estimated by management using the excess earnings method for customer relationships and the relief from royalty method for developed technology. Management applies significant judgment in determining the estimates and assumptions used to estimate the fair values of the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology.

The principal considerations for our determination that performing procedures relating to the valuation of certain customer relationships and certain developed technology acquired in the acquisition of Silvus is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of certain customer relationships and certain developed technology acquired; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the forecasted revenue growth rates, customer attrition rate, and discount rate for certain customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for certain developed technology; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over management's valuation of certain customer relationships and certain developed technology acquired. These procedures also included, among others (i) reading the purchase agreement; (ii) testing management's process for developing the fair value estimate of certain customer relationships and certain developed technology acquired; (iii) evaluating the appropriateness of the excess earnings and relief from royalty methods used by management; (iv) testing the completeness and accuracy of the underlying data used in the excess earnings and relief from royalty methods; and (v) evaluating the reasonableness of the significant assumptions used by management related to the forecasted revenue growth rates, customer attrition rate, and discount rate for certain customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for certain developed technology. Evaluating management's assumptions related to the forecasted revenue growth rates for certain customer relationships and certain developed technology and the customer attrition rate for certain customer relationships involved considering (i) the current and past performance of the Silvus business; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the excess earnings and relief from royalty methods and (ii) the reasonableness of the customer attrition rate and discount rate assumptions for certain customer relationships and the royalty rate and discount rate assumptions for certain developed technology.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
February 12, 2026

We have served as the Company's auditor since 2018.

Consolidated Statements of Operations

(In millions, except per share amounts)	*Years ended December 31* 2025	2024	2023
Net sales from products	**$ 6,770**	$ 6,454	$ 5,814
Net sales from services	**4,912**	4,363	4,164
Net sales	**11,682**	10,817	9,978
Costs of products sales	**2,776**	2,674	2,591
Costs of services sales	**2,871**	2,631	2,417
Costs of sales	**5,647**	5,305	5,008
Gross margin	**6,035**	5,512	4,970
Selling, general and administrative expenses	**1,870**	1,752	1,561
Research and development expenditures	**970**	917	858
Other charges	**207**	155	257
Operating earnings	**2,988**	2,688	2,294
Other income (expense):			
Interest expense, net	**(302)**	(227)	(216)
Other, net	**126**	(489)	68
Total other expense	**(176)**	(716)	(148)
Net earnings before income taxes	**2,812**	1,972	2,146
Income tax expense	**652**	390	432
Net earnings	**2,160**	1,582	1,714
Less: Earnings attributable to noncontrolling interests	**6**	5	5
Net earnings attributable to Motorola Solutions, Inc.	**$ 2,154**	$ 1,577	$ 1,709
Earnings per common share:			
Basic	**$ 12.93**	$ 9.45	$ 10.23
Diluted	**12.75**	9.23	9.93
Weighted average common shares outstanding:			
Basic	**166.6**	166.8	167.0
Diluted	**169.0**	170.8	172.1
Dividends declared per share	**$ 4.48**	$ 4.03	$ 3.62

See accompanying notes to consolidated financial statements.

Consolidated Statements of Comprehensive Income (Loss)

(In millions)	*Years ended December 31*		
	2025	2024	2023
Net earnings	**$ 2,160**	$ 1,582	$ 1,714
Other comprehensive income (loss), net of tax (Note 4):			
Foreign currency translation adjustments	**101**	(64)	57
Derivative instruments	**1**	5	(12)
Defined benefit plans	**17**	60	(50)
Total other comprehensive income (loss), net of tax	**119**	1	(5)
Comprehensive income	**2,279**	1,583	1,709
Less: Earnings attributable to noncontrolling interests	**6**	5	5
Comprehensive income attributable to Motorola Solutions, Inc.	**$ 2,273**	$ 1,578	$ 1,704

See accompanying notes to consolidated financial statements.

Consolidated Balance Sheets

(In millions, except par value)	*December 31* 2025	2024
ASSETS		
Cash and cash equivalents	**$ 1,165**	$ 2,102
Accounts receivable, net	**2,200**	1,952
Contract assets	**1,574**	1,230
Inventories, net	**983**	766
Other current assets	**378**	429
Total current assets	**6,300**	6,479
Property, plant and equipment, net	**1,165**	1,022
Operating lease assets	**581**	529
Investments	**187**	135
Deferred income taxes	**761**	1,280
Goodwill	**6,800**	3,526
Intangible assets, net	**3,104**	1,249
Other assets	**491**	375
Total assets	**$ 19,389**	$ 14,595
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current portion of long-term debt	**$ —**	$ 322
Short-term borrowings	**749**	—
Accounts payable	**1,134**	1,018
Contract liabilities	**2,265**	2,072
Accrued liabilities	**1,930**	1,643
Total current liabilities	**6,078**	5,055
Long-term debt	**8,413**	5,675
Operating lease liabilities	**471**	427
Other liabilities	**2,000**	1,719
Preferred stock, $100 par value: 0.5 shares authorized; none issued and outstanding	**—**	—
Common stock, $0.01 par value:	**2**	2
Authorized shares: 600.0		
Issued shares: 12/31/25—167.4; 12/31/24—168.6		
Outstanding shares: 12/31/25—165.7; 12/31/24—167.1		
Additional paid-in capital	**2,279**	1,940
Retained earnings	**2,549**	2,300
Accumulated other comprehensive loss	**(2,420)**	(2,539)
Total Motorola Solutions, Inc. stockholders' equity	**2,410**	1,703
Noncontrolling interests	**17**	16
Total stockholders' equity	**2,427**	1,719
Total liabilities and stockholders' equity	**$ 19,389**	$ 14,595

See accompanying notes to consolidated financial statements.

Consolidated Statements of Stockholders' Equity

(In millions)	*Shares*	*Common Stock and Additional Paid-in Capital*	*Accumulated Other Comprehensive Income (Loss)*	*Retained Earnings*	*Noncontrolling Interests*
Balance as of January 1, 2023	**168.5**	**$ 1,308**	**$ (2,535)**	**$ 1,343**	**$ 15**
Net earnings				1,709	5
Other comprehensive loss			(5)		
Issuance of common stock and stock options exercised	1.8	104			
Share repurchase program	(2.9)			(808)	
Share-based compensation expenses		212			
Dividends paid to noncontrolling interest in subsidiary common stock					(5)
Dividends declared				(604)	
Balance as of December 31, 2023	**167.4**	**$ 1,624**	**$ (2,540)**	**$ 1,640**	**$ 15**
Net earnings				1,577	5
Other comprehensive income			1		
Issuance of common stock and stock options exercised	1.8	75			
Share repurchase program	(0.6)			(244)	
Share-based compensation expenses		243			
Dividends paid to noncontrolling interest in subsidiary common stock					(4)
Dividends declared				(673)	
Balance as of December 31, 2024	**168.6**	**$ 1,942**	**$ (2,539)**	**$ 2,300**	**$ 16**
Net earnings				2,154	6
Other comprehensive income			119		
Issuance of common stock and stock options exercised	1.5	46			
Share repurchase program	(2.7)			(1,159)	
Share-based compensation expenses		293			
Dividends paid to noncontrolling interest in subsidiary common stock					(5)
Dividends declared				(746)	
Balance as of December 31, 2025	**167.4**	**$ 2,281**	**$ (2,420)**	**$ 2,549**	**$ 17**

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(In millions)	*Years ended December 31* 2025	2024	2023
Operating			
Net earnings	**$ 2,160**	$ 1,582	$ 1,714
Adjustments to reconcile Net earnings to Net cash provided by operating activities:			
Depreciation and amortization	**425**	336	356
Non-cash other charges	**3**	16	14
Exit of video manufacturing operations	**—**	—	24
Share-based compensation expenses	**293**	243	212
Loss from the extinguishment of Silver Lake Convertible Debt	**—**	585	—
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:			
Accounts receivable	**(173)**	(246)	(180)
Inventories	**(145)**	62	200
Other current assets and contract assets	**(221)**	(213)	(82)
Accounts payable, accrued liabilities, and contract liabilities	**280**	302	(144)
Other assets and liabilities	**121**	(61)	(38)
Deferred income taxes	**94**	(215)	(32)
Net cash provided by operating activities	**2,837**	2,391	2,044
Investing			
Acquisitions and investments, net	**(4,916)**	(290)	(180)
Proceeds from sales of investments	**17**	40	19
Capital expenditures	**(265)**	(257)	(253)
Net cash used for investing activities	**(5,164)**	(507)	(414)
Financing			
Net proceeds from issuance of debt	**2,733**	1,288	—
Net proceeds from short-term borrowings	**923**	—	—
Repayment of debt	**(322)**	(1,906)	(1)
Repayment of short-term borrowings	**(179)**	—	—
Revolving credit facility renewal fees	**(5)**	—	—
Issuances of common stock, net of tax	**46**	75	104
Purchases of common stock	**(1,154)**	(247)	(804)
Payment of dividends	**(728)**	(654)	(589)
Payment of dividends to noncontrolling interest	**(5)**	(4)	(5)
Net cash provided by (used for) financing activities	**1,309**	(1,448)	(1,295)
Effect of exchange rate changes on cash and cash equivalents	**81**	(39)	45
Net increase (decrease) in cash and cash equivalents	**(937)**	397	380
Cash and cash equivalents, beginning of period	**2,102**	1,705	1,325
Cash and cash equivalents, end of period	**$ 1,165**	$ 2,102	$ 1,705
Supplemental Cash Flow Information			
Cash paid during the period for:			
Interest paid	**$ 285**	$ 253	$ 234
Income and withholding taxes, net of refunds	**$ 569**	$ 627	$ 587

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

(Dollars in millions, except as noted)

1. Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of Motorola Solutions, Inc. (the "Company" or "Motorola Solutions") and all controlled subsidiaries. All intercompany transactions and balances have been eliminated.

The consolidated financial statements as of December 31, 2025 and 2024 and for the years ended December 31, 2025, 2024 and 2023, include, in the opinion of management, all adjustments (consisting of normal recurring adjustments and reclassifications) necessary to present fairly the Company's consolidated financial position, results of operations, statements of comprehensive income, and statements of stockholders' equity and cash flows for all periods presented.

Use of Estimates: The preparation of financial statements in conformity with United States ("U.S.") Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue Recognition: Net sales consist of a wide range of goods and services including the delivery of products, systems and system integration as well as offering software and service solutions. The Company recognizes revenue to reflect the transfer of control of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for goods or services.

The Products and Systems Integration segment is comprised of devices, systems, and systems integration for our Mission Critical Networks ("MCN") and Video Security and Access Control ("Video") technologies. Direct customers of the Products and Systems Integration segment are typically government, including defense, public safety agencies, procuring at state, local, and federal levels as well as large enterprise customers with secure mission-critical needs. Indirect customers are defined as customers purchasing professional and commercial radios and video security, which are primarily sold through the Company's reseller partners to an end-customer base, composed of various industries where private communications systems and video security are used to secure operations and enable a mobile workforce. Contracts with the Company's customers are typically fixed fee, with consideration measured net of associated sales taxes, and, as it relates to our government customers, funded through appropriations. The Company records consideration from shipping and handling on a gross basis within Net sales. In limited instances where the Company is not the principal in the arrangement, the Company will recognize revenue on a net basis.

MCN and Video devices include two-way portable and vehicle-mounted radios, video cameras and accessories. Devices are considered capable of being distinct and distinct within the context of the Company's contracts. Revenue is recognized upon the transfer of control of the devices to the customer at a point in time, typically consistent with delivery under the applicable shipping terms. Devices are sold by both the direct sales force and through reseller partners. Revenue is generally recognized upon transfer of devices to reseller partners, rather than the end-customer, except for limited consignment arrangements. Provisions for returns and reseller discounts are made on a portfolio basis using historical data.

The Products and Systems Integration segment includes both customized communications systems and video security solutions, including the integration of these networks with devices, software, and applications within both MCN and Video technologies. For systems contracts, revenue for the year ended December 31, 2025 was $2.2 billion compared to $2.0 billion for the year ended December 31, 2024 and $1.9 billion for the year ended December 31, 2023. The communications systems include the aggregation of promises to the customer to provide i) a communications network core and central processing software, base stations, consoles, and repeaters or ii) a video security solution including video analytics, network video management hardware and software, and access control solutions. The individual promises within a communications network contract are not distinct in the context of the contract, as the Company provides a significant service of integrating and customizing the goods and services promised. The communications network represents a distinct performance obligation for which revenue is recognized over time, as the Company creates an asset with no alternative use and has an enforceable right to payment for work performed. The Company's revenue recognition over time is based on an input measure of costs incurred, which depicts the transfer of control to its customers under its contracts. Products and Systems Integration revenue for communications network systems is recognized over an average duration of approximately one to two years. Individual promises of the video security solution are capable of being distinct and distinct in the context of the contract. Video security solutions are traditionally sold through reseller partners, with contracts negotiated under fixed pricing. Revenue is recognized upon the transfer of control of the video solution to the reseller partners, typically upon shipment.

The Software and Services segment provides solutions for government, public safety and enterprise communications systems. Direct customers of the Software and Services segment are typically government, public safety and first-responder agencies and municipalities. Indirect customers are enterprise customers who distribute our software solutions to a final end customer base. Contracts with our customers are typically fixed fee, with consideration measured net of associated sales taxes, and, as it relates to our direct customers, funded through government appropriations.

Software offerings primarily include Command Center and Video software and services which can be delivered either as an "as-a-service", on-premise, or hybrid solution. Solutions delivered as-a-service consist of a range of promises including hosted software, technical support and the right to unspecified future software enhancements. Software is not distinct from the hosting service since the customer does not have the right to take possession of the software at any time during the term of the arrangement. Solutions delivered as-a-service are recognized over time on a straight-line basis as a series of distinct services.

On-premise and hybrid offerings generally consist of multiple promises primarily including software licenses and post-contract customer support. The promises are generally each distinct and distinct within the context of the contract as the customer benefits from each promise individually without any significant integration or interrelationship between the promises. On-premise software revenue is generally recognized at the point in time when the customer can benefit from the software which generally aligns with the beginning of the license period. Revenue for post-contract customer support is recognized over time as the customer simultaneously receives and consumes the services on a straight-line basis. In certain situations when the software license is not distinct within the context of the contract, revenue for the software license is recognized over time following the transfer of control under the arrangement. For hybrid arrangements, the on-premise software, cloud-based software, and implementation services are a single performance obligation, wherein over time revenue recognition begins at the point of service activation when the customer can access the system and begin beneficial use.

Services include a continuum of service offerings beginning with repair, technical support and maintenance. More advanced offerings include: monitoring, software updates and cybersecurity services. Managed service offerings range from partial to full operation of customer-owned or Motorola Solutions-owned communications systems. Services are provided across all technologies and are both distinct and capable of being distinct in the context of the contract, representing a series of recurring services that the Company stands ready to perform over the contract term. Since services contracts typically allow for customers to terminate for convenience or for non-appropriations of fiscal funding, the contract term is generally considered to be limited to a monthly or annual basis, subject to customer renewal. While contracts with customers are typically fixed fee, certain managed services contracts may be subject to variable consideration related to the achievement of service level agreement performance measurements. The Company has not historically paid significant penalties under service level agreements, and accordingly, it does not constrain its contract price. Certain contracts may also contain variable consideration driven by the number of users. Revenue is typically recognized on services over time as a series of services performed over the contract term on a straight-line basis.

The Company enters into arrangements which generally consist of multiple promises to our customers. The Company evaluates whether the promised goods and services are distinct or a series of distinct goods or services. Where contracts contain multiple performance obligations, the Company allocates the total estimated consideration to each performance obligation based on applying an estimated selling price ("ESP") as our best estimate of standalone selling price. We use list price as the standalone selling price for indirect sales sold through our channel partners. Given the unique nature of the goods and services we provide to direct customers, sufficient standalone sales of our products generally do not exist. Therefore, the Company determines ESP by: (i) collecting all reasonably available historical data points including sales, cost and margin analyses of the product or services, and other inputs based on its normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points for similar customers and circumstances, when appropriate, based on major product or service, type of customer, geographic market, and sales volume.

The Company accounts for certain system contracts without an alternative use on an over time basis, electing an input method of estimated costs as a measure of performance completed. The selection of costs incurred as a measure of progress aligns the transfer of control to the overall production of the customized system.

For system contracts accounted for over time using estimated costs as a measure of performance completed, the Company relies on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, material and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. The Company has a standard and disciplined process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor cost, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

Cash Equivalents: The Company considers all highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents. Restricted cash was $2 million and $3 million as of December 31, 2025 and December 31, 2024, respectively.

Business Combinations: The Company includes the results of operations from the businesses the Company acquires as of the acquisition date. The Company allocates the purchase price of the acquisition to the assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase price over the fair values of identifiable assets and liabilities is recorded as goodwill. Acquisition related expenses are recognized separately from the business combination and are expensed as incurred.

Investments: The Company generally invests in equity securities of a strategic nature.

The Company applies the equity method of accounting for equity investments if the Company has significant influence over the issuing entity. The Company's share of the investee's underlying net income or loss is recorded to Other, net within Other income (expense).

Equity securities with readily determinable fair values are carried at fair value with changes in fair value recorded in Other, net within Other income (expense). Equity securities without readily determinable fair values are carried at cost, less impairments, if any, and adjusted for observable price changes for the identical or a similar investment of the same issuer. The Company performs a qualitative impairment assessment to determine if such investments are impaired. The qualitative assessment considers all available information, including declines in the financial performance of the issuing entity, the issuing entity's operating environment, and general market conditions. Impairments of equity securities without readily determinable fair values are recorded to Other, net within Other income (expense).

Inventories: Inventories are valued at the lower of cost (which approximates cost on a first-in, first-out basis) and net realizable value.

Property, Plant and Equipment: Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is recorded on a straight-line basis, based on the estimated useful lives of the assets (leasehold improvements, one to twenty years; machinery and equipment, one to fifteen years) and commences once the assets are ready for their intended use. When certain events or changes in operating conditions occur, useful lives of the assets may be adjusted or an impairment assessment may be performed on the recoverability of the carrying value.

Goodwill and Intangible Assets: Goodwill is assessed for impairment at least annually at the reporting unit level, or more frequently if events or circumstances occur that would more likely than not reduce the fair value of a reporting unit below its carrying value level. The Company performs its annual assessment of goodwill for impairment as of the last day of the third quarter of each fiscal year, typically through a qualitative assessment. Indicators of impairment include: (i) macroeconomic conditions, (ii) industry and market conditions, (iii) cost factors, including product and selling, general and administrative costs, (iv) overall financial performance of the Company, (v) changes in share price, and (vi) other relevant company-specific events. If it is determined that it is more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, the Company will perform a quantitative goodwill impairment test, which compares the fair value of the reporting unit to its carrying value. A quantitative assessment includes the assignment of assets and liabilities to each of the Company's reporting units and an assessment of the fair value of each of the Company's reporting units. The Company utilizes an income approach (discounted cash flows) to estimate the fair value of each reporting unit, which is corroborated by market multiples when available and as appropriate. Key assumptions in the quantitative analysis include revenue growth rates (including long-term growth rates for terminal value assumptions), operating margin estimates, discount rates, and where applicable, the comparable multiples from publicly traded companies in the Company's industry.

If the carrying amount of a reporting unit exceeds its fair value, the Company would recognize an impairment loss in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit.

Intangible assets are amortized on a straight line basis over their respective estimated useful lives ranging from one to twenty years. The Company has no intangible assets with indefinite useful lives.

Leases: The Company leases certain office, factory and warehouse space, land and other equipment, principally under non-cancelable operating leases.

The Company determines if an arrangement is a lease at inception of the contract. The Company's key considerations in determining whether a contract is or contains a lease include establishing whether the supplier has the ability to use other assets to fulfill its service or whether the terms of the agreement enable the Company to control the use of a dedicated asset during the contract term. In the majority of the Company's contracts where it must identify whether a lease is present, it is readily determinable that the Company controls the use of the assets and obtains substantially all of the economic benefit during the term of the contract. In those contracts where identification is not readily determinable, the Company has determined that the supplier has either the ability to use another asset to provide the service or the terms of the contract give the supplier the right to operate the asset at its discretion during the term of the contract.

Right-of-use ("ROU") assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date. The Company's lease payments are typically fixed or contain fixed escalators. The Company has elected to not separate lease and non-lease components for all of its current lease categories and therefore, all consideration is included in lease payments. For the Company's leases consisting of land and other equipment (i.e. "communications network sites"), future payments are subject to variability due to changes in indices or rates. The Company values its ROU assets and lease liabilities based on the index or rate in effect at lease commencement. Future changes in the indices or rates are accounted for as variable lease costs. Other variable lease costs include items that are not fixed at lease commencement including property taxes, insurance, and operating charges that vary based on usage. ROU assets also include lease payments made in advance and are net of lease incentives.

As the majority of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rates based on the information available at the commencement date in determining the present value of future payments. The Company's incremental borrowing rates are based on the term of the lease, the economic environment of the lease, and the effect of collateralization.

The Company's lease terms range from one to twenty-one years and may include options to extend the lease by one to ten years or terminate the lease after the initial non-cancelable term. The Company does not include options in the determination of the lease term for the majority of leases as sufficient economic factors do not exist that would compel it to continue to use the underlying asset beyond the initial non-cancelable term. However, for the Company's communications network site leases that are necessary to provide services to customers under managed service arrangements, the Company includes options in the lease term to the extent of the customer contracts to which those leases relate.

Impairment of Long-Lived Assets: Long-lived assets, which include intangible assets, held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of assets may not be recoverable. The Company evaluates recoverability of assets to be held and used by comparing the carrying amount of an asset (group) to future net undiscounted cash flows to be generated by the asset (group). If an asset (group) is considered to be impaired, the impairment to be recognized is equal to the amount by which the carrying amount of the asset (group) exceeds the asset's (group's) fair value calculated using a discounted future cash flows analysis or market comparable analysis. Assets held for sale, if any, are reported at the lower of the carrying amount or fair value less cost to sell.

Income Taxes: The Company records deferred income tax assets and liabilities based on the estimated future tax effects of differences between the financial and tax bases of assets and liabilities based on currently enacted tax laws. The Company's deferred and other tax balances are based on management's interpretation of the tax regulations and rulings in numerous tax jurisdictions. Income tax expenses and liabilities recognized by the Company also reflect its best estimates and assumptions regarding, among other things, the level of future taxable income, the effect of the Company's various tax planning strategies, and uncertain tax positions. Future tax authority rulings and changes in tax laws, changes in projected levels of taxable income, and future tax planning strategies could affect the actual effective tax rate and tax balances recorded by the Company.

Long-Term Receivables: Long-term receivables include trade receivables where contractual terms of the note agreement are greater than one year. The Company estimates credit losses on accounts receivable based on historical losses and then takes into account estimates of current and future economic conditions. Long-term receivables are considered past due if payments have not been received according to the contractual terms of the note agreement, including principal and interest. Impaired long-term receivables are valued based on the present value of expected future cash flows discounted at the receivable's effective interest rate, or the fair value of the collateral if the receivable is collateral dependent. Interest income and late fees on impaired long-term receivables are recognized only when payments are received. Previously impaired long-term receivables are no longer considered impaired and are reclassified to performing when they have performed under restructuring for four consecutive quarters.

Environmental Liabilities: The Company maintains a liability related to ongoing remediation efforts of environmental media such as groundwater, soil, and soil vapor, as well as related legal fees for a designated Superfund site under the Comprehensive Environmental Response, Compensation and Liability Act (commonly known as the "Superfund Act") incurred by a legacy business. It is the Company's policy to re-evaluate the reserve when certain events become known that will impact the future cash payments. When the timing and amount of the future cash payments are fixed or reliably determinable, the Company discounts the future cash flows used in estimating the accrual using a risk-free treasury rate. The current portion of the estimated environmental liability is included in the Accrued liabilities statement line and the non-current portion is included in the Other liabilities statement line within the Company's Consolidated Balance Sheet.

Foreign Currency: Certain non-U.S. operations within the Company use their respective local currency as their functional currency. Those operations that do not have the U.S. dollar as their functional currency translate assets and liabilities at current rates of exchange in effect at the balance sheet date and revenues and expenses using rates that approximate those in effect during the period. The resulting translation adjustments are included as a component of Accumulated other comprehensive income (loss) in the Company's Consolidated Balance Sheet. For those operations that have transactions denominated in local currency which differs from functional currency, transactions denominated in the local currency are measured in their functional currency using the current rates of exchange for monetary assets and liabilities and historical rates of exchange for nonmonetary assets. Gains and losses from remeasurement of monetary assets and liabilities are included in Other within Other income (expense) within the Company's Consolidated Statements of Operations.

The Company uses financial instruments to reduce its overall exposure to the effects of currency fluctuations on cash flows. The Company's policy prohibits speculation in financial instruments for profit on exchange rate fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure.

The Company's strategy related to foreign exchange exposure management is to offset the gains or losses on the financial instruments against gains or losses on the underlying operational cash flows, net investments or monetary assets and liabilities based on the Company's assessment of risk. The Company enters into derivative contracts for some of its non-functional currency cash, receivables, and payables, which are primarily denominated in major currencies that can be traded on open markets. The Company typically uses forward contracts and options to hedge these currency exposures. In addition, the Company has entered into derivative contracts for some forecasted transactions or net investments in some of its overseas entities, which are designated as part of a hedging relationship if it is determined that the transaction qualifies for hedge accounting under the provisions of the authoritative accounting guidance for derivative instruments and hedging activities. A portion of the Company's exposure is from currencies that are not traded in liquid markets and these are addressed, to the extent reasonably possible, by managing net asset positions, product pricing and component sourcing.

Derivative Instruments: For Foreign exchange contracts, not designated as hedging instruments, gains and losses are recorded immediately in Other income (expense) within the Consolidated Statements of Operations. For Equity swap contracts, which do not qualify for hedge accounting, gains and losses are recorded immediately in Selling, general and administrative expenses within the Consolidated Statements of Operations. Gains and losses pertaining to instruments designated as net investment hedges that qualify for hedge accounting are recognized as a component of Accumulated other comprehensive income. Components excluded from the assessment of hedge ineffectiveness in net investment hedges are included in Accumulated other comprehensive income at their initial value and amortized into Interest expense, net on a straight-line basis. Gains and losses pertaining to instruments designated as cash flow hedges that qualify for hedge accounting are recognized as a component of Accumulated other comprehensive income.

Fair Value Measurements: The Company holds certain fixed income securities, equity securities and derivatives, which are recognized and disclosed at fair value in the financial statements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date and is measured using the fair value hierarchy. This hierarchy prescribes valuation techniques based on whether the inputs to each measurement are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's assumptions about current market conditions. The prescribed fair value hierarchy and related valuation methodologies are as follows:

Level 1 — Quoted prices for identical instruments in active markets.

Level 2 — Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations, in which all significant inputs are observable, in active markets.

Level 3 — Valuations derived from valuation techniques, in which one or more significant inputs are unobservable.

Earnings Per Share: The Company calculates its basic earnings per share-based on the weighted-average number of common shares issued and outstanding. Net earnings attributable to Motorola Solutions, Inc. is divided by the weighted average common shares outstanding during the period to arrive at the basic earnings per share. Diluted earnings per share is calculated by dividing net earnings attributable to Motorola Solutions, by the sum of the weighted-average number of common shares used in the basic earnings per share calculation and the weighted-average number of common shares that would be issued assuming exercise or conversion of all potentially dilutive securities, excluding those securities that would be anti-dilutive to the earnings per share calculation. Both basic and diluted earnings per share amounts are calculated for net earnings attributable to Motorola Solutions for all periods presented.

Share-Based Compensation Costs: The Company grants share-based compensation awards and offers an employee stock purchase plan. The amount of compensation cost for these share-based awards is generally measured based on the fair value of the awards as of the date that the share-based awards are issued and adjusted to the estimated number of awards that are expected to vest. The fair value of stock options is generally determined using a Black-Scholes option pricing model which incorporates assumptions about expected volatility, risk-free rate, dividend yield, and expected life. Performance-based stock options, performance stock units, and market stock units vest based on market conditions and are therefore measured under a Monte Carlo simulation in order to simulate a range of possible future unit prices for Motorola Solutions over the performance period. Compensation cost for share-based awards is recognized on a straight-line basis over the vesting period.

Defined Benefit Plans: The Company records annual expenses relating to its defined benefit plans based on calculations which include various actuarial assumptions, including discount rates, assumed asset rates of return, compensation increases, and turnover rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends. Under relevant accounting rules, when almost all of the plan participants are considered inactive, the amortization period for certain unrecognized gains and losses changes from the average remaining service period to the average remaining lifetime of the participants. As such, depending on the specific plan, the Company amortizes gains and losses over periods ranging from eight to twenty-five years. Prior service costs are amortized over periods ranging from fourteen to twenty-four years. Benefits under all pension plans are valued based on the projected unit credit cost method. The Company utilizes a five-year, market-related asset value method of recognizing asset related gains and losses.

The benefit obligation and plan assets for the Company's defined benefit plans are presented on a net basis according to the plans' net funded status and measured as of December 31, 2025.

Recent Acquisitions:

On November 18, 2025, the Company acquired Blue Eye, a provider of AI-powered enterprise remote video monitoring ("RVM") services for $79 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $1 million to certain key employees that will be expensed over a service period of two years. The acquisition enhances the Company's video security portfolio, serving a wide range of enterprises with real-time intelligence to help reduce loss and damage, mitigate risk and boost profitability. This business is part of the Software and Services segment.

On August 6, 2025, the Company acquired Silvus Technologies Holdings Inc. ("Silvus") from Silvus Technologies Group LLC (the "Seller"). Silvus designs and develops software-defined high-speed MANET technology that enables highly secure data, video and voice communications without the need for fixed infrastructure. This acquisition brings mobile ad-hoc network expertise and new applications to the Company's public safety and enterprise portfolio. The purchase price of $4.4 billion consisted of cash payments of $4.4 billion, net of cash acquired and customary purchase price adjustments, and contingent earnout consideration that had an estimated fair value as of the acquisition date of $38 million. Under the terms of the transaction, the Seller will have the potential to earn the contingent earnout consideration upon the achievement of certain financial targets of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The earnout consideration, if any, will be paid in shares of common stock. This business is part of both the Products and Systems Integration segment and the Software and Services segment.

On March 6, 2025, the Company acquired Theatro, a maker of AI and voice-powered communication and digital workflow software for frontline workers for $174 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of three years. The acquisition enhances the Company's portfolio of enterprise technologies by integrating Theatro's AI voice assistant in the Company's complementary workflows across our portfolio, including body cameras, fixed video, panic buttons and radios. This business is part of the Software and Services segment.

On February 21, 2025, the Company acquired RapidDeploy, a provider of cloud-native 911 solutions for public safety for $240 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $6 million to certain key employees that will be expensed over a service period of two years. The acquisition complements the Company's Command Center portfolio of 911 solutions. This business is part of the Software and Services segment.

On October 29, 2024, the Company acquired 3tc Software, a provider of control room software solutions for $23 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $4 million to certain key employees that will be expensed over a service period of one year. The acquisition expands the Company's critical experience and innovation focused on advancing computer-aided dispatch ("CAD") for the U.K.'s public safety agencies. This business is part of the Software and Services segment.

On July 1, 2024, the Company acquired Noggin, a global provider of critical event management ("CEM") software for $92 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $19 million to certain key employees that will be expensed over a service period of three years. This acquisition enhances the Company's portfolio by adding operational resilience and CEM capabilities, which help enterprises and critical infrastructure anticipate, prepare for and efficiently respond to incidents. The business is part of the Software and Services segment.

On July 1, 2024, the Company acquired a company that provides vehicle location and management solutions for $132 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $3 million to certain key employees that will be expensed over a service period of three years. The acquisition expands the Company's video solutions within the Software and Services segment.

On February 13, 2024, the Company acquired Silent Sentinel, a provider of specialized, long-range cameras, for $37 million, net of cash acquired. This acquisition complements the Company's portfolio of fixed video cameras, expanding its footprint with government and critical infrastructure customers and strengthens the Company's position as a global leader in end-to-end video security solutions. The business is part of the Products and System Integration segment.

On December 15, 2023, the Company acquired IPVideo, the creator of the HALO Smart Sensor, for $170 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of one year. The HALO Smart Sensor is a multifunctional safety and security device with built-in vape detection and air quality monitoring, gunshot detection, abnormal noise and motion detection and emergency keyword detection. This acquisition adds sensor technology to the Company's physical security portfolio. The business is a part of the Products and Systems Integration segment.

Recent Accounting Pronouncements:

In September 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2025-06, "Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software" to modernize the accounting for internal-use software costs. The ASU is effective for fiscal years beginning after December 15, 2027 and interim periods with annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its financial statements and disclosures.

In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets" to introduce a practical expedient in the estimation of expected credit losses for current accounts receivable and current contract assets. The ASU is effective for fiscal years beginning after December 15, 2025 and interim periods with annual reporting periods beginning after December 15, 2025, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its financial statements and disclosures.

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2024-03, "Disaggregation of Income Statement Expenses" (DISE), to enhance disclosures relating to key income statement expense topics. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods beginning in 2028, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its disclosures.

Recently Adopted Accounting Pronouncements:

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which expands disclosures in an entity's income tax rate reconciliation table and disclosures regarding cash taxes paid both in the U.S. and foreign jurisdictions. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company adopted ASU No. 2023-09 for the year ended December 31, 2025 and applied the retrospective transition method. Refer to "Note 7: Income Taxes" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for the related disclosures.

2. Revenue from Contracts with Customers

Disaggregation of Revenue

Following the acquisition of Silvus Technologies Holdings Inc. ("Silvus") in August 2025, we renamed our "Land Mobile Radio Communications" technology to MCN. We combined our legacy Land Mobile Radio portfolio with the newly acquired Silvus and now report net sales under MCN. This name change does not require any financial information to be reclassified from previous periods.

The following table summarizes the disaggregation of our revenue by segment, geography, major product and service type and customer type for the years ended December 31, 2025, 2024 and 2023, consistent with the information reviewed by our chief operating decision maker, the chief executive officer, for evaluating the financial performance of reportable segments:

	Years Ended								
	2025			2024			2023		
(in millions)	**Products and Systems Integration**	**Software and Services**	**Total**	Products and Systems Integration	Software and Services	Total	Products and Systems Integration	Software and Services	Total
Regions									
North America	**$ 5,318**	**$ 3,044**	**$ 8,362**	$ 5,097	$ 2,723	$ 7,820	$ 4,507	$ 2,425	$ 6,932
International	**1,935**	**1,385**	**3,320**	1,786	1,211	2,997	1,735	1,311	3,046
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Major Products and Services									
Mission Critical Networks (MCN)	**$ 6,066**	**$ 2,581**	**$ 8,647**	$ 5,739	$ 2,361	$ 8,100	$ 5,127	$ 2,399	$ 7,526
Video	**1,187**	**933**	**2,120**	1,144	776	1,920	1,115	611	1,726
Command Center	**—**	**915**	**915**	—	797	797	—	726	726
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Customer Type									
Direct	**$ 4,618**	**$ 4,037**	**$ 8,655**	$ 4,238	$ 3,586	$ 7,824	$ 3,619	$ 3,396	$ 7,015
Indirect	**2,635**	**392**	**3,027**	2,645	348	2,993	2,623	340	2,963
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978

Remaining Performance Obligations

Remaining performance obligations represent the revenue that is expected to be recognized in future periods related to performance obligations that are unsatisfied, or partially unsatisfied, as of the end of a period. Remaining performance obligations are equal to disclosed backlog, except within our Software and Services contracts where multi-year contract terms may be limited by the customer's ability to terminate for convenience. Where termination for convenience exists in the Company's service contracts, its disclosure of the remaining performance obligations that are unsatisfied assumes the contract term is limited until renewal. The transaction value associated with remaining performance obligations which were not yet satisfied as of December 31, 2025 was $9.6 billion, of which $4.0 billion is expected to be recognized in the next twelve months. The remaining amounts will generally be satisfied over time as systems are implemented and services are performed.

Contract Balances

December 31 (in millions)	**2025**	2024	2023
Accounts receivable, net	**$ 2,200**	$ 1,952	$ 1,710
Contract assets	**1,574**	1,230	1,102
Contract liabilities	**2,265**	2,072	2,037
Non-current contract liabilities	**751**	496	424

Payment terms on system contracts are typically tied to implementation milestones associated with progress on contracts, while revenue recognition is over time based on a cost-to-cost method of measuring performance. The Company may recognize a Contract asset or Contract liability, depending on whether revenue has been recognized in excess of billings or billings in excess of revenue. Services contracts are typically billed in advance, generating Contract liabilities until the Company has performed the services. The Company does not record a financing component to contracts when it expects, at contract inception, that the period between the transfer of a promised good or service and related payment terms are less than a year.

The Company recognized revenue of $1.3 billion during the years ended December 31, 2025, 2024 and 2023 which was previously included in Contract liabilities as of January 1, 2025, 2024 and 2023. Revenue of $7 million was reversed during the year ended December 31, 2025 related to performance obligations satisfied, or partially satisfied, in previous periods, primarily driven by changes in the estimates of progress on system contracts, compared to $28 million reversed during the year ended December 31, 2024 and $37 million reversed during the year ended December 31, 2023.

There have been no material expected credit losses recognized on contract assets during the year ended December 31, 2025.

Contract Cost Balances

December 31 (in millions)	**2025**	2024	2023
Current contract cost assets	**$ 72**	$ 70	$ 56
Non-current contract cost assets	**152**	141	119

Contract cost assets include incremental costs to obtain a contract, primarily related to the Company's sales incentive plans, and certain costs to fulfill contracts. Contract cost assets are amortized into expense over a period that follows the passage of control to the customer over time. Incremental costs to obtain a contract with the Company's sales incentive plans are accounted for under a portfolio approach, with amortization ranging from one year to eight years to approximate the recognition of revenues over time. Where incremental costs to obtain a contract will be recognized in one year or less, the Company applies a practical expedient around expensing amounts as incurred. Amortization of contract cost assets was $52 million for the year ended December 31, 2025, compared to $51 million as of the year ended December 31, 2024 and $61 million as of the year ended December 31, 2023.

3. Leases

The Company leases certain office, factory and warehouse space, land and other equipment under various operating leases.

Components of Lease Expense

(in millions)	**December 31, 2025**	December 31, 2024	December 31, 2023
Lease expense:			
Operating lease cost	**$ 146**	$ 140	$ 140
Short-term lease cost	**2**	1	1
Variable cost	**47**	47	36
Sublease income	**(6)**	(5)	(5)
Net lease expense from operating leases	**$ 189**	$ 183	$ 172

Operating Lease Assets and Liabilities

(in millions)	*Statement Line Classification*	**December 31, 2025**	December 31, 2024
Right-of-use lease assets	Operating lease assets	**$ 581**	$ 529
Current lease liabilities	Accrued liabilities	**133**	127
Operating lease liabilities	Operating lease liabilities	**471**	427

Other Information Related to Leases

(in millions)	**December 31, 2025**	December 31, 2024	December 31, 2023
Supplemental cash flow information:			
Net cash used for operating activities related to operating leases	**$ 156**	$ 152	$ 147
Right-of-use assets obtained in exchange for lease liabilities	**$ 143**	$ 150	$ 98

During the year ended December 31, 2025, assets obtained in exchange for lease liabilities were primarily driven by new and renewed real estate leases. During the year ended December 31, 2024, the Company recorded $80 million of assets obtained in exchange for lease liabilities due to an assumption that it is reasonably certain that renewal options will be extended on its radio tower site leases operated within the Airwave radio network, consistent with the Home Office's notice of contract extension for the Airwave service through December 31, 2029. During the year ended December 31, 2023, the Company included $66 million of additional leases due to renewals of three large managed service contracts due to an assumption that it is reasonably certain that renewal options will be extended on the associated radio tower site leases.

	December 31, 2025	December 31, 2024
Weighted average remaining lease terms (years)	**5**	5
Weighted average discount rate	**4.21 %**	3.97 %

Future Lease Payments

December 31 (in millions)	Amount
2026	$ 155
2027	153
2028	125
2029	93
2030	43
Thereafter	107
Total lease payments	$ 676
Less: Interest	72
Present value of operating lease liabilities	$ 604

4. Other Financial Data

Statement of Operations Information

Other Charges (Income)

Other charges (income) included in Operating earnings consist of the following:

Years ended December 31 (in millions)	**2025**	2024	2023
Other charges (income):			
Intangibles amortization (Note 15)	**$ 234**	$ 152	$ 177
Reorganization of businesses (Note 14)	**44**	26	22
Legal settlements	**15**	7	4
Fixed asset impairments	**—**	2	3
Environmental reserve expense	**2**	2	15
Exit of video manufacturing operations	**—**	—	24
Operating lease asset impairments	**2**	6	6
Acquisition-related transaction fees	**66**	20	7
Gain on Hytera litigation (Note 12)	**(157)**	(61)	—
Other	**1**	1	(1)
	$ 207	$ 155	$ 257

During the years ended December 31, 2025 and 2024, the Company recognized gains on the Hytera litigation of $157 million and $61 million, respectively, for amounts recovered through legal proceedings due to theft of the Company's trade secrets. Refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further discussion regarding the Hytera litigation.

During the year ended December 31, 2023, the Company entered into an arrangement to sell its video manufacturing operations in Richmond, British Columbia and Richardson, Texas, and recognized an impairment loss of $24 million within Other charges in the Consolidated Statements of Operations, as the carrying value of the asset group was below the expected selling price.

Other Income (Expense)

Interest expense, net, and Other both included in Other income (expense) consist of the following:

Years ended December 31 (in millions)	**2025**	2024	2023
Interest expense, net:			
Interest expense	**$ (360)**	$ (295)	$ (249)
Interest income	**58**	68	33
	$ (302)	$ (227)	$ (216)
Other, net:			
Net periodic pension and postretirement benefit (Note 8)	**$ 124**	$ 132	$ 99
Loss from the extinguishment of long-term debt (Note 5)	**—**	(585)	—
Investment impairments	**(4)**	(3)	(16)
Foreign currency gain (loss)	**(55)**	2	(53)
Gain (loss) on derivative instruments (Note 6)	**42**	(19)	20
Fair value adjustments to equity investments	**19**	(5)	13
Assessments of uncertain tax positions (Note 7)	**—**	(11)	—
Other	**—**	—	5
	$ 126	$ (489)	$ 68

Earnings Per Common Share

Basic and diluted earnings per common share from net earnings attributable to Motorola Solutions, Inc. are computed as follows:

	Amounts attributable to Motorola Solutions, Inc. common stockholders		
	Net Earnings		
Years ended December 31	**2025**	2024	2023
Basic earnings per common share:			
Earnings	**$ 2,154**	$ 1,577	$ 1,709
Weighted average common shares outstanding	**166.6**	166.8	167.0
Per share amount	**$ 12.93**	$ 9.45	$ 10.23
Diluted earnings per common share:			
Earnings	**$ 2,154**	$ 1,577	$ 1,709
Weighted average common shares outstanding	**166.6**	166.8	167.0
Add effect of dilutive securities:			
Share-based awards	**2.4**	4.0	3.7
1.75% senior convertible notes	**—**	—	1.5
Diluted weighted average common shares outstanding	**169.0**	170.8	172.1
Per share amount	**$ 12.75**	$ 9.23	$ 9.93

In the computation of diluted earnings per common share for the year ended December 31, 2025, the assumed exercise of 0.1 million options and 0.1 million awards subject to performance conditions were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share for the year ended December 31, 2024, the assumed exercise of 0.1 million options were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share for the year ended December 31, 2023, the assumed exercise of 0.1 million options and 0.2 million awards subject to performance conditions were excluded because their inclusion would have been antidilutive.

In connection with the acquisition of Silvus, the Seller will have the potential to earn contingent earnout consideration upon the achievement of certain financial targets payable in shares of common stock of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The estimated fair value of the total contingent earnout consideration was $37 million as of December 31, 2025. The shares required to settle the contingent earnout consideration will only be reflected within diluted earnings per share when and if the earnout financial targets have been achieved, in each of the two respective periods.

In 2023, the Company had $1.0 billion of 1.75% senior convertible notes outstanding (the "Silver Lake Convertible Debt"). The notes were convertible based on a rate of 4.9670 per $1,000 principal amount as of December 31, 2023 (equal to a conversion price of $201.33 per share), adjusted for dividends declared through the date of settlement. In 2021, the Company's Board of Directors approved an irrevocable determination requiring the future settlement of the Silver Lake Convertible Debt to be in cash. Because the Company irrevocably decided to settle the principal amount of the Silver Lake Convertible Debt in cash, the Company did not reflect any shares underlying the Silver Lake Convertible Debt in its diluted weighted average shares outstanding until the average stock price per share for the period exceeded the conversion price. For the years ended December 31, 2023, the Company included the number of shares that would be issuable upon conversion in the Company's computation of diluted earnings per share, based on the amount by which the average stock price exceeded the conversion price. In 2024, the Company repurchased the $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium, recognizing a loss on the extinguishment of $585 million. Accordingly, in the computation of diluted earnings per common share for the year ended December 31, 2024, a total of 0.2 million shares related to the Silver Lake Convertible Debt were excluded from the computation of diluted earnings per common share because their inclusion would have been antidilutive. Refer to "Note 5: Debt and Credit Facilities" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information regarding the repurchase.

Balance Sheet Information

Accounts Receivable, Net

Accounts receivable, net, consists of the following:

December 31	**2025**	2024
Accounts receivable	**$ 2,283**	$ 2,035
Less allowance for credit losses	**(83)**	(83)
	$ 2,200	**$ 1,952**

Inventories, Net

Inventories, net, consist of the following:

December 31	**2025**	2024
Finished goods	**$ 455**	$ 396
Work-in-process and production materials	**644**	498
	1,099	894
Less inventory reserves	**(116)**	(128)
	$ 983	$ 766

Other Current Assets

Other current assets consist of the following:

December 31	**2025**	2024
Current contract cost assets (Note 2)	**$ 72**	$ 70
Contractor receivables	**19**	44
Tax-related deposits (Note 7)	**41**	54
Other	**246**	261
	$ 378	$ 429

Property, Plant and Equipment, Net

Property, plant and equipment, net, consist of the following:

December 31	**2025**	2024
Land	**$ 5**	$ 5
Leasehold improvements	**479**	441
Machinery and equipment	**2,655**	2,243
	3,139	2,689
Less accumulated depreciation	**(1,974)**	(1,667)
	$ 1,165	$ 1,022

Depreciation expense for the years ended December 31, 2025, 2024, and 2023 was $191 million, $184 million and $179 million, respectively.

Investments

Investments consist of the following:

December 31	**2025**	2024
Common stock	**$ 42**	$ 23
Strategic investments, at cost	**54**	26
Company-owned life insurance policies	**83**	75
Equity method investments	**8**	11
	$ 187	$ 135

Other Assets

Other assets consist of the following:

December 31	**2025**	2024
Defined benefit plan assets (Note 8)	**$ 228**	$ 162
Non-current contract cost assets (Note 2)	**152**	141
Non-current long-term receivables (Note 11)	**59**	41
Other	**52**	31
	$ 491	$ 375

Accounts Payable

The Company utilizes a supplier finance program that provides suppliers with the ability to accelerate payment on the Company's invoices beyond the stated payment terms. Under the terms of this program, the Company agrees to pay an intermediary the stated amount of confirmed invoices on the stated maturity dates of the invoices, and the supplier is able to negotiate earlier payment terms with the intermediary. The Company or the intermediary may terminate the agreement at any time upon 60 days' notice. The Company does not provide any forms of guarantees under this arrangement. Supplier participation in the program is solely at the supplier's discretion, and the participating suppliers negotiate their arrangements directly with the intermediary. The Company has no economic interest in a supplier's decision to participate in the program, and their participation has no bearing on our payment terms or amounts due. The stated invoice payment terms range from 75 to 120 days from the invoice date and are considered commercially reasonable.

The Company's outstanding amounts related to the suppliers participating in this program was $34 million and $38 million as of December 31, 2025 and December 31, 2024, respectively. Supplier finance program obligations are classified as Accounts payable within the Consolidated Balance Sheets. The following table displays a rollforward of the confirmed amount of supplier finance obligations from January 1, 2024 to December 31, 2025:

(in millions)	**2025**	2024
Confirmed obligations at the beginning of the year	**$ 38**	$ 35
Invoices confirmed during the year	**137**	139
Confirmed invoices paid during the year	**(141)**	(136)
Confirmed obligations outstanding at the end of the year	**$ 34**	$ 38

Accrued Liabilities

Accrued liabilities consist of the following:

December 31	**2025**	2024
Compensation	**$ 479**	$ 406
Tax liabilities (Note 7)	**225**	217
Dividend payable	**201**	182
Trade liabilities	**194**	160
Operating lease liabilities (Note 3)	**133**	127
Customer reserves	**125**	97
External interest liabilities	**113**	52
Other	**460**	402
	$ 1,930	$ 1,643

Other Liabilities

Other liabilities consist of the following:

December 31	**2025**	2024
Defined benefit plans (Note 8)	**$ 683**	$ 768
Non-current contract liabilities (Note 2)	**751**	496
Unrecognized tax benefits (Note 7)	**41**	39
Deferred income taxes (Note 7)	**124**	87
Environmental Reserve	**119**	119
Deferred compensation	**111**	89
Other	**171**	121
	$ 2,000	$ 1,719

Stockholders' Equity Information

Share Repurchase Program: Through a series of actions, the Board of Directors has authorized the Company to repurchase in the aggregate up to $18.0 billion of its outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2025, the Company had used approximately $16.9 billion of the share repurchase authority to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases. During the year ended December 31, 2024, the Company paid $3 million of 1% excise tax pursuant to the Inflation Reduction Act of 2022, related to its 2023 share repurchases in excess of issuances.

The Company's share repurchases for 2025, 2024, and 2023 can be summarized as follows:

Year	*Shares Repurchased (in millions)*	*Average Price*	*Amount (in millions)*
2025	2.7	$ 420.21	$ 1,154
2024	0.6	396.69	244
2023	2.9	278.56	804

Payment of Dividends: On November 18, 2025, the Company announced that its Board of Directors approved an increase in the quarterly cash dividend from $1.09 per share of common stock to $1.21 per share of common stock. During the years ended December 31, 2025, 2024, and 2023 the Company paid $728 million, $654 million, and $589 million, respectively, in cash dividends to holders of its common stock. On January 15, 2026, the Company paid an additional $201 million in cash dividends to holders of its common stock.

Accumulated Other Comprehensive Loss

The following table displays the changes in Accumulated other comprehensive loss, including amounts reclassified into income, and the affected line items in the Consolidated Statements of Operations during the years ended December 31, 2025, 2024, and 2023:

	Years ended December 31		
	2025	*2024*	*2023*
Foreign Currency Translation Adjustments:			
Balance at beginning of period	**$ (546)**	$ (482)	$ (539)
Other comprehensive income (loss) before reclassification adjustment	**103**	(64)	64
Reclassification adjustment into Net earnings	**(6)**	(2)	(3)
Tax benefit (expense)	**4**	2	(4)
Other comprehensive income (loss), net of tax	**101**	(64)	57
Balance at end of period	**$ (445)**	$ (546)	$ (482)
Derivative instruments:			
Balance at beginning of period	**$ (7)**	$ (12)	$ —
Other comprehensive income (loss) before reclassification adjustment	**—**	4	(12)
Reclassification adjustment into Interest expense, net	**1**	1	—
Other comprehensive income (loss), net of tax	**1**	5	(12)
Balance at end of period	**$ (6)**	$ (7)	$ (12)
Defined Benefit Plans:			
Balance at beginning of period	**$ (1,986)**	$ (2,046)	$ (1,996)
Other comprehensive income (loss) before reclassification adjustment	**(13)**	44	(130)
Tax benefit (expense)	**3**	(9)	34
Other comprehensive income (loss) before reclassification adjustment, net of tax	**(10)**	35	(96)
Reclassification adjustment - Actuarial net losses into Other income (expense)	**37**	34	61
Reclassification adjustment - Prior service benefits into Other income (expense)	**—**	—	1
Tax expense	**(10)**	(9)	(16)
Reclassification adjustments into Net earnings, net of tax	**27**	25	46
Other comprehensive income (loss), net of tax	**17**	60	(50)
Balance at end of period	**$ (1,969)**	$ (1,986)	$ (2,046)
Total Accumulated other comprehensive loss	**$ (2,420)**	$ (2,539)	$ (2,540)

5. Debt and Credit Facilities

Debt

December 31	**2025**	2024
7.5% debentures due 2025	**$ —**	$ 252
6.5% debentures due 2025	**—**	70
364 day term loan	**749**	—
4.6% senior notes due 2028	**698**	696
Term loan due 2028	**748**	—
6.5% debentures due 2028	**24**	24
5.0% senior notes due 2029	**397**	396
4.6% senior notes due 2029	**802**	802
2.3% senior notes due 2030	**896**	895
4.85% senior notes due 2030	**595**	—
2.75% senior notes due 2031	**847**	846
5.2% senior notes due 2032	**496**	—
5.6% senior notes due 2032	**597**	596
5.4% senior notes due 2034	**894**	893
5.55% senior notes due 2035	**892**	—
6.625% senior notes due 2037	**38**	38
5.5% senior notes due 2044	**397**	397
5.22% debentures due 2097	**93**	93
	9,163	5,998
Adjustments for unamortized gains on interest rate swap terminations	**(1)**	(1)
Less: current portion	**(749)**	(322)
Long-term debt	**$ 8,413**	$ 5,675

During the year ended December 31, 2025, the Company repaid the $252 million aggregate principal amount of the 7.5% debentures due 2025 and $70 million aggregate principal amount of the 6.5% debentures due 2025. Furthermore, during the year ended December 31, 2025 the Company borrowed and repaid $179 million of short-term borrowings, including commercial paper which had a weighted-average interest rate of 4.29%.

On June 16, 2025, the Company issued $600 million of 4.85% senior notes due 2030, $500 million of 5.2% senior notes due 2032 and $900 million of 5.55% senior notes due 2035. The Company recognized net proceeds of approximately $2.0 billion after debt issuance costs and discounts. The proceeds from these notes were used to fund a portion of the acquisition of Silvus.

On August 6, 2025, the Company borrowed $1.5 billion of senior delayed draw term loan facilities comprised of a $750 million 364-day facility and a $750 million three-year facility ("term loan due 2028") to fund a portion of the acquisition of Silvus. The Company must comply with certain customary covenants including a maximum leverage ratio, as defined in the 364-Day Term Loan Credit Agreement and Three-Year Term Loan Credit Agreement, each entered into on July 21, 2025. The Company was in compliance with its financial covenants as of December 31, 2025. During the year ended December 31, 2025, the weighted average interest rate of the 364-day facility and the term loan due 2028 was 5.10% and 5.25%, respectively. As of December 31, 2025, $749 million of the 364-day term loan was presented as short-term borrowings within the Company's Consolidated Balance Sheets. Subsequent to year-end, on January 30, 2026, the Company repaid $200 million of the $750 million 364-day term loan, reducing the outstanding principal balance to $550 million.

On September 5, 2019, the Company entered into an agreement with Silver Lake Partners to issue the Silver Lake Convertible Debt, which became fully convertible on September 5, 2021. In 2024, the Company repurchased the $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium. The repurchase of the Silver Lake Convertible Debt was accounted for as an extinguishment of debt, as the repurchase was negotiated under economically favorable terms outside of the original contractual conversion rate. A loss on the extinguishment of $585 million was recorded, representing the excess amounts repurchased over the carrying value of debt of $593 million, offset by accrued interest of $8 million. The loss on the extinguishment of debt was recorded within Other Income (Expense) in the Consolidated Statements of Operations during the year ended December 31, 2024.

The Company has an unsecured commercial paper program, backed by the 2025 Motorola Solutions Credit Agreement (defined below), under which the Company may issue unsecured commercial paper notes up to a maximum aggregate principal amount of $2.2 billion outstanding at any one time. Proceeds from the issuances of the commercial paper notes are expected to be used for general corporate purposes. The notes are issued at a zero-coupon rate and are issued at a discount which reflects the interest component. At maturity, the notes are paid back in full including the interest component. The notes are not redeemable prior to maturity. As of December 31, 2025 the Company had no outstanding debt under the commercial paper program.

Aggregate requirements for debt maturities during the next five years are as follows: $750 million in 2026, no maturities in 2027, $1.5 billion in 2028, $1.2 billion in 2029 and $1.5 billion in 2030.

Credit Facilities

On April 25, 2025, the Company entered into a $2.25 billion syndicated, unsecured revolving credit facility maturing in April 2030 which can be used for general corporate purposes and letters of credit (the "2025 Motorola Solutions Credit Agreement"), which replaced the Company's $2.25 billion 2021 Motorola Solutions Credit Agreement which was scheduled to mature in March 2026. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the Secured Overnight Financing Rate (SOFR), at the Company's option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if the Company's credit rating changes. The Company must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2025 Motorola Solutions Credit Agreement. The Company was in compliance with its financial covenants as of December 31, 2025.

6. Risk Management

Foreign Currency Risk

The Company had outstanding foreign exchange contracts with notional amounts totaling $1.6 billion and $1.0 billion at December 31, 2025 and December 31, 2024, respectively. The Company does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the Company's five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2025 and the corresponding positions as of December 31, 2024:

	Notional Amount	
Net Buy (Sell) by Currency	**2025**	2024
British pound	**$ 301**	$ 124
Euro	**191**	150
Australian dollar	**(160)**	(136)
Canadian dollar	**115**	70
Danish krone	**58**	23

Counterparty Risk

The use of derivative financial instruments exposes the Company to counterparty credit risk in the event of non-performance by counterparties. However, the Company's risk is limited to the fair value of the instruments when the derivative is in an asset position. The Company actively monitors its exposure to credit risk. As of December 31, 2025, all of the counterparties had investment grade credit ratings. As of December 31, 2025, the credit risk with all derivative counterparties was approximately $10 million.

Derivative Financial Instruments

The following tables summarize the fair values and location in the Consolidated Balance Sheet of all derivative financial instruments held by the Company at December 31, 2025 and 2024:

	Fair Values of Derivative Instruments	
December 31, 2025	*Other Current Assets*	*Accrued Liabilities*
Derivatives designated as hedging instruments:		
Foreign exchange contracts	$ —	$ 19
Derivatives not designated as hedging instruments:		
Foreign exchange contracts	$ 10	$ —
Total derivatives	$ 10	$ 19

December 31, 2024	Fair Values of Derivative Instruments	
	Other Current Assets	*Accrued Liabilities*
Derivatives designated as hedging instruments:		
Foreign exchange contracts	$ 7	$ —
Derivatives not designated as hedging instruments:		
Foreign exchange contracts	$ 3	$ 9
Equity swap contracts	—	1
Total derivatives	$ 10	$ 10

The following table summarizes the effect of derivatives on the Company's consolidated financial statements for the years ended December 31, 2025, 2024 and 2023:

	Financial Statement Location	**2025**	2024	2023
Derivatives designated as hedging instruments:				
Foreign exchange contracts	Accumulated other comprehensive income (loss)	**$ (24)**	$ 9	$ (4)
Amortized hedge income	Other income (expense)	**6**	2	3
Treasury rate lock settlement	Accumulated other comprehensive income (loss)	—	4	(12)
Amortization of treasury rate lock	Other income (expense)	**(1)**	(1)	—
Derivatives not designated as hedging instruments:				
Foreign exchange contracts	Other income (expense)	**$ 42**	$ (19)	$ 20
Equity swap contracts	Selling, general and administrative expenses	**2**	3	1

Net Investment Hedges

The Company uses foreign exchange forward option contracts to hedge against the effect of the British pound and the Euro exchange rate fluctuations against the U.S. dollar on a portion of its net investment in certain European operations. The Company recognizes changes in the fair value of the net investment hedges as a component of foreign currency translation adjustments within Other comprehensive income to offset a portion of the change in translated value of the net investments being hedged, until the investments are sold or liquidated. As of December 31, 2025, the Company had €160 million of net investment hedges in certain Euro functional subsidiaries and £50 million of net investment hedges in certain British pound functional subsidiaries.

The Company excludes the difference between the spot rate and the forward rate of the forward contract from its assessment of hedge effectiveness. The effect of the forward points recognized is amortized on a straight line basis and recognized through interest expense within Other income (expense) in the Consolidated Statement of Operations.

Equity Swap Contracts

The Company uses equity swap contracts which serve as economic hedges against volatility within the equity markets, impacting the Company's deferred compensation plan obligations. These contracts are not designated as hedges for accounting purposes. Unrealized gains and losses on these contracts are included in Selling, general and administrative expenses in the Consolidated Statements of Operations. The notional amount of these contracts as of December 31, 2025 was $22 million.

Treasury Rate Lock

In 2023, the Company entered into treasury rate lock agreements which locked in the interest rate for $200 million in future debt issuances. The treasury rate lock agreements were designated and qualified as cash flow hedges. During the year ended December 31, 2024, the Company issued $900 million of 5.4% senior notes due 2034 (the "2034 notes"). The treasury rate lock agreements were terminated upon the issuance of the 2034 notes for a net settlement loss of $8 million. The accumulated loss recorded in Accumulated Other Comprehensive Income (AOCI) will be reclassified to Interest expense, net on a straight-line basis over the 10-year term of the 2034 notes.

7. Income Taxes

The Company adopted ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" under the retrospective transition method for the year ended December 31, 2025; as a result, amounts disclosed throughout this footnote have been revised for the years ended December 31, 2024 and December 31, 2023.

Components of Income Tax Expense

Components of earnings before income taxes are as follows:

Years ended December 31	**2025**	2024	2023
United States	**$ 2,130**	$ 1,741	$ 1,791
Foreign	**682**	231	355
	$ 2,812	$ 1,972	$ 2,146

Components of income tax expenses are as follows:

Years ended December 31	**2025**	2024	2023
Current income tax expense			
United States Federal	**$ 259**	$ 410	$ 253
Foreign	**183**	62	141
States (U.S.)	**116**	133	70
Total current income tax expense	**$ 558**	**$ 605**	**$ 464**
Deferred income tax expense (benefit)			
United States Federal	**$ 101**	$ (207)	$ (24)
Foreign	**7**	23	(17)
States (U.S.)	**(14)**	(31)	9
Total deferred income tax expense (benefit)	**$ 94**	$ (215)	$ (32)
Total income tax expense	**$ 652**	$ 390	$ 432

Differences between income tax expense computed at the U.S. federal statutory tax rate of 21% and income tax expense as reflected in the Consolidated Statements of Operations are as follows:

Years ended December 31	**2025**		2024		2023	
U.S. Federal Statutory Tax Rate	**$ 591**	**21.0 %**	$ 414	21.0 %	$ 450	21.0 %
State and Local Income Taxes, Net of Federal Income tax effect [1]	**80**	**2.8 %**	81	4.1 %	62	2.9 %
Foreign Tax Effects						
Other foreign jurisdictions	**40**	**1.4 %**	24	1.2 %	40	1.9 %
Effect of Cross-Border Tax Laws						
Foreign-derived intangible income	**(14)**	**(0.5)%**	(99)	(5.0)%	(38)	(1.8)%
Other	**6**	**0.2 %**	(1)	(0.1)%	7	0.3 %
Tax Credits						
Foreign tax credit	**(24)**	**(0.8)%**	(113)	(5.7)%	(26)	(1.2)%
Research & development credit	**(17)**	**(0.6)%**	(22)	(1.1)%	(19)	(0.9)%
Changes in Valuation Allowances	**—**	**— %**	2	0.1 %	(16)	(0.7)%
Nontaxable or Nondeductible Items						
Excess tax benefits on share-based payments	**(38)**	**(1.4)%**	(35)	(1.8)%	(29)	(1.4)%
Extinguishment of Silver Lake convertible debt	**—**	**— %**	124	6.3 %	—	— %
Other	**24**	**0.8 %**	17	0.8 %	5	0.2 %
Changes in Unrecognized Tax Benefits	**3**	**0.1 %**	(6)	(0.3)%	(3)	(0.1)%
Other Adjustments	**1**	**— %**	4	0.2 %	(1)	(0.1)%
Effective Tax Rate	**$ 652**	**23.2 %**	$ 390	19.8 %	$ 432	20.1 %

[1] The States that contribute to the majority (greater than 50%) of the tax effect in this category include Illinois, California, New York, Florida, New Jersey, and Pennsylvania for all years, as well as Virginia for 2025.

*Percentages may not add due to rounding.

The effective tax rate for 2025 was higher than the current U.S. federal statutory rate of 21% primarily due to 2025 estimated U.S. state income taxes, partially offset by the recognition of excess tax benefits on share-based compensation.

In 2021, the Organization of Economic Cooperation and Development ("OECD") introduced its Pillar Two Framework Model Rules ("Pillar 2"), that was supported by over 130 countries worldwide, which is designed to impose a 15% global minimum tax on adjusted financial results. The Company continues to monitor developments in the Pillar 2 framework, including the recent release of the Side-by-Side Package by the OECD, and to assess the potential impact of Pillar 2 on its business as the countries in which it operates continue to enact legislation implementing Pillar 2. Pillar 2 did not materially impact the Company's 2025 tax liability.

Cash payments for income and withholding taxes (net of refunds) are as follows:

Years ended December 31	**2025**	2024	2023
United States Federal	**$ 349**	$ 431	$ 335
States (U.S.)	**109**	130	92
Foreign:			
Canada*	*****	*	83
Other	**111**	66	77
Total	**$ 569**	$ 627	$ 587

*The amount of income taxes paid during the year does not meet the 5% disaggregation threshold.

Deferred tax balances that were recorded within Accumulated other comprehensive loss in the Company's Consolidated Balance Sheet, rather than Income tax expense, are the result of retirement benefit adjustments and currency translation adjustments. The adjustments were charges of $3 million for the year ended December 31, 2025, charges of $16 million for the year ended December 31, 2024, and benefits of $14 million for the year ended December 31, 2023.

The Company evaluates its permanent reinvestment assertions with respect to foreign earnings at each reporting period and generally, except for certain earnings that the Company intends to reinvest indefinitely due to the capital requirements of the foreign subsidiaries or due to local country restrictions, accrues for the U.S. federal and foreign income tax applicable to the earnings. As a result of the 2017 U.S. Tax Cuts and Jobs Act ("the Tax Act"), dividends from foreign subsidiaries are now exempt or the earnings have been previously subject to U.S. tax. As a result, the tax accrual for undistributed foreign earnings is limited primarily to foreign withholding taxes and tax on inherent capital gains that would result from distribution of foreign earnings which are not permanently reinvested, and such earnings may be distributed without an additional charge.

Undistributed foreign earnings of certain foreign subsidiaries continue to be indefinitely reinvested outside the U.S. It is impracticable to determine the exact amount of unrecognized deferred tax liabilities on such earnings; however, due to the above-mentioned changes made under the Tax Act, the Company believes that the additional U.S. or foreign income tax charge with respect to such earnings, if distributed, would be immaterial.

Gross deferred tax assets were $2.5 billion and $2.4 billion for December 31, 2025 and December 31, 2024, respectively. Deferred tax assets, net of valuation allowances, were $2.4 billion at both December 31, 2025 and December 31, 2024. Gross deferred tax liabilities were $1.8 billion and $1.2 billion at December 31, 2025 and December 31, 2024, respectively.

Significant components of deferred tax assets (liabilities) are as follows:

December 31	**2025**	2024
Inventory	**$ 30**	$ 30
Accrued liabilities and allowances	**105**	87
Employee benefits	**212**	221
Capitalized items	**(237)**	391
Tax basis differences on investments	**5**	2
Depreciation tax basis differences on fixed assets	**(62)**	(31)
Undistributed non-U.S. earnings	**(28)**	(23)
Tax attribute carryforwards	**152**	98
Business reorganization	**6**	7
Warranty and customer liabilities	**28**	24
Deferred revenue and costs	**457**	420
Valuation allowances	**(59)**	(62)
Operating lease assets	**(142)**	(128)
Operating lease liabilities	**147**	134
Other	**23**	24
	$ 637	$ 1,194

At December 31, 2025 and December 31, 2024, the Company had valuation allowances of $59 million and $62 million, respectively, against its deferred tax assets, including $40 million and $42 million, respectively, relating to deferred tax assets for non-U.S. subsidiaries. The Company's U.S. valuation allowance decreased $1 million during 2025 primarily due to the utilization and expiration of state tax attributes. The Company's Non-U.S. valuation allowance decreased $2 million during 2025 primarily due to the expiration of tax attributes. The Company believes that the remaining deferred tax assets are more-likely-than-not to be realizable based on estimates of future taxable income and the implementation of tax planning strategies.

Tax attribute carryforwards are as follows:

December 31, 2025	*Gross Tax Loss*	*Tax Effected*	*Expiration Period*
United States:			
U.S. tax losses	$ 245	$ 52	2026-2038
Foreign tax credits	—	6	2028-2035
General business credits	—	1	2030-2036
Minimum tax credits	—	25	Unlimited
State tax losses	—	10	2028-2045
State tax credits	—	3	2026-2039
Non-U.S. subsidiaries:			
United Kingdom tax losses	152	38	Unlimited
Canada tax losses	17	5	2035-2045
Canada tax credits	—	3	2042-2045
Other subsidiaries tax losses	47	9	Various
	$ 461	**$ 152**	

The Company had unrecognized tax benefits of $44 million and $42 million at December 31, 2025 and December 31, 2024, respectively, of which approximately $42 million and $40 million, if recognized, would have affected the effective tax rate for 2025 and 2024, respectively.

A roll-forward of unrecognized tax benefits is as follows:

(in millions)	**2025**	2024
Balance at January 1	**$ 42**	$ 32
Additions based on tax positions related to current year	**2**	1
Additions for tax positions of prior years	**3**	18
Reductions for tax positions of prior years	**(1)**	(1)
Settlements and agreements	**(1)**	(5)
Lapse of statute of limitations	**(1)**	(3)
Balance at December 31	**$ 44**	$ 42

The Company recorded $41 million and $39 million of unrecognized tax benefits in Other liabilities at December 31, 2025 and December 31, 2024, respectively.

The Company has several U.S. federal, U.S. state, and non-U.S. audits pending. A summary of open tax years by major jurisdiction is presented below:

Jurisdiction	*Tax Years*
United States	2021-2025
Australia	2021-2025
Canada	2021-2025
Germany	2018-2025
India	1997-2025
Ireland	2021-2025
Israel	2023-2025
Poland	2020-2025
Malaysia	2018-2025
United Kingdom	2023-2025

Although the final resolution of the Company's global tax disputes is uncertain, based on current information, in the opinion of the Company's management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or liquidity. However, an unfavorable resolution of the Company's global tax disputes could have a material adverse effect on the Company's results of operations in the periods, and as of the dates, on which the matters are ultimately resolved.

At December 31, 2025, the Company had $32 million accrued for interest and $23 million accrued for penalties on unrecognized tax benefits. At December 31, 2024, the Company had $30 million and $23 million accrued for interest and penalties, respectively, on unrecognized tax benefits. The Company's policy is to classify the interest and penalty as a component of interest expense and other expense, respectively.

8. Retirement Benefits

Pension and Postretirement Health Care Benefits Plans

U.S. Pension Benefit Plans

The Company's non-contributory U.S. defined benefit plans (the "U.S. Pension Plans") provide benefits to U.S. employees hired prior to January 1, 2005, who became eligible after one year of service. The Company also has an additional non-contributory supplemental retirement benefit plan, the Motorola Supplemental Pension Plan ("MSPP"), which provided supplemental benefits to individuals by replacing benefits that are lost by such individuals under the retirement formula due to application of the limitations imposed by the Internal Revenue Code. In December 2008, the Company amended the U.S. Pension Plans and MSPP (together the "U.S. Pension Benefit Plans") such that, effective March 1, 2009: (i) no participant shall accrue any benefit or additional benefit on or after March 1, 2009, and (ii) no compensation increases earned by a participant on or after March 1, 2009 shall be used to compute any accrued benefit.

Postretirement Health Care Benefits Plan

Certain health care benefits are available to eligible domestic employees hired prior to January 1, 2002 and meeting certain age and service requirements upon termination of employment or retirement eligibility (the "Postretirement Health Care Benefits Plan"). As of January 1, 2005, the Postretirement Health Care Benefits Plan was closed to new participants. After a series of amendments, all eligible retirees under the age of 65 are provided an annual subsidy per household, versus per individual, toward the purchase of their own health care coverage from private insurance companies and for the reimbursement of eligible health care expenses. All eligible retirees over the age of 65 are entitled to one fixed-rate subsidy capped at $560 per participant.

Non-U.S. Pension Benefit Plans

The Company also provides defined benefit plans which cover non-U.S. employees in certain jurisdictions, principally the U.K. and Germany (the "Non-U.S. Pension Benefit Plans"). Other pension plans outside of the U.S. are not material to the Company either individually or in the aggregate.

In June 2015, the Company amended its non-U.S. defined benefit plan within the United Kingdom by closing future benefit accruals to all participants effective December 31, 2015.

Net Periodic Cost (Benefit)

The net periodic cost (benefit) for pension and Postretirement Health Care Benefits plans was as follows:

	U.S. Pension Benefit Plans			*Non-U.S. Pension Benefit Plans*			*Postretirement Health Care Benefits Plan*		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023	**2025**	2024	2023
Service cost	**$ —**	$ —	$ —	**$ 1**	$ 1	$ 1	**$ —**	$ —	$ —
Interest cost	**201**	189	190	**58**	57	56	**5**	4	5
Expected return on plan assets	**(305)**	(298)	(293)	**(108)**	(104)	(108)	**(13)**	(13)	(13)
Amortization of:									
Unrecognized net loss	**25**	25	22	**7**	6	37	**5**	3	2
Unrecognized prior service benefit	**—**	—	—	**(3)**	(3)	(2)	**3**	3	3
Net periodic cost (benefit)	**$ (79)**	$ (84)	$ (81)	**$ (45)**	$ (43)	$ (16)	**$ —**	$ (3)	$ (3)

The status of the Company's plans is as follows:

	U.S. Pension Benefit Plans		Non-U.S. Pension Benefit Plans		Postretirement Health Care Benefits Plan	
	2025	2024	**2025**	2024	**2025**	2024
Change in benefit obligation:						
Benefit obligation at January 1	**$ 3,755**	$ 3,928	**$ 1,163**	$ 1,347	**$ 105**	$ 96
Service cost	**—**	—	**1**	1	**—**	—
Interest cost	**201**	189	**58**	57	**5**	4
Actuarial loss (gain)	**76**	(220)	**(51)**	(156)	**(4)**	17
Foreign exchange valuation adjustment	**—**	—	**100**	(32)	**—**	—
Benefit payments	**(167)**	(142)	**(60)**	(54)	**(11)**	(12)
Benefit obligation at December 31	**$ 3,865**	$ 3,755	**$ 1,211**	$ 1,163	**$ 95**	$ 105
Change in plan assets:						
Fair value at January 1	**$ 3,249**	$ 3,273	**$ 1,083**	$ 1,172	**$ 128**	$ 134
Return on plan assets	**360**	112	**54**	(23)	**15**	6
Company contributions	**7**	6	**11**	9	**—**	—
Foreign exchange valuation adjustment	**—**	—	**84**	(21)	**—**	—
Benefit payments	**(167)**	(142)	**(60)**	(54)	**(11)**	(12)
Fair value at December 31	**$ 3,449**	$ 3,249	**$ 1,172**	$ 1,083	**$ 132**	$ 128
Funded status of the plan	**$ (416)**	$ (506)	**$ (39)**	$ (80)	**$ 37**	$ 23
Unrecognized net loss	**1,631**	1,635	**790**	796	**76**	88
Unrecognized prior service benefit (cost)	**—**	—	**(61)**	(64)	**38**	41
Prepaid pension cost	**$ 1,215**	$ 1,129	**$ 690**	$ 652	**$ 151**	$ 152
Components of prepaid (accrued) pension cost:						
Current benefit liability	**$ (2)**	$ (3)	**$ —**	$ —	**$ —**	$ —
Non-current benefit liability	**(414)**	(503)	**(196)**	(194)	**—**	—
Non-current benefit asset	**—**	—	**157**	114	**37**	23
Deferred income taxes	**388**	388	**94**	95	**31**	35
Accumulated other comprehensive loss	**1,243**	1,247	**635**	637	**83**	94
Prepaid pension cost	**$ 1,215**	$ 1,129	**$ 690**	$ 652	**$ 151**	$ 152

For the year ended December 31, 2025, the primary driver of the increase in the U.S. Pension Benefit Plans' benefit obligation was higher actuarial losses due to a decrease in the discount rate from 5.70% as of December 31, 2024 to 5.50% as of December 31, 2025, partially offset by actuarial gains in the benefit obligation due to updated lump-sum interest rates. For the year ended December 31, 2024, the primary driver of the decrease in the U.S. Pension Benefit Plans' benefit obligation was higher actuarial gains due to an increase in the discount rate from 5.01% as of December 31, 2023 to 5.70% as of December 31, 2024, partially offset by actuarial losses in the benefit obligation due to updated lump-sum interest rates and updated demographic assumption changes.

For the year ended December 31, 2025, the most significant driver of the increase in Non-U.S. Pension Benefit Plans' benefit obligation was the unfavorable foreign exchange rate effects, partially offset by lower actuarial gains. The Non-U.S. Pension Benefit Plans incurred actuarial gains primarily due to an increase in the discount rate from 5.07% as of December 31, 2024 to 5.25% as of December 31, 2025. For the year ended December 31, 2024, the most significant drivers of the decrease in Non-U.S. Pension Benefit Plans' benefit obligation were the higher actuarial gains coupled with favorable foreign exchange effects. The Non-U.S. Pension Benefit Plans incurred actuarial gains primarily due to an increase in the discount rate from 4.30% as of December 31, 2023 to 5.07% as of December 31, 2024.

Actuarial Assumptions

Certain actuarial assumptions such as the discount rate and the long-term rate of return on plan assets have a significant effect on the amounts reported for net periodic cost and the benefit obligation. The assumed discount rates reflect the prevailing market rates of a universe of high-quality, non-callable, corporate bonds currently available that, if the obligation were settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. The long-term rates of return on plan assets represent an estimate of long-term returns on an investment portfolio consisting of a mixture of equities, fixed income, cash and other investments similar to the actual investment mix. In determining the long-term return on plan assets, the Company considers long-term rates of return on the asset classes (both historical and forecasted) in which the Company expects the plan funds to be invested.

The Company uses a full yield curve approach to estimate interest and service cost components of net periodic cost (benefit) for defined benefit pension and other post-retirement benefit plans. The full yield curve approach requires the application of the specific spot rate along the yield curve used in the determination of the projected benefit obligation to the relevant projected cash flows.

The Company used "Mortality Improvement Scale MP-2021" to calculate both the 2025 U.S. projected benefit obligations and the 2024 U.S. projected benefit obligations.

Weighted average actuarial assumptions used to determine costs for the plans at the beginning of the fiscal year were as follows:

	U.S. Pension Benefit Plans		*Non-U.S. Pension Benefit Plans*		*Postretirement Health Care Benefits Plan*	
	2025	2024	**2025**	*2024*	**2025**	2024
Discount rate	**5.46 %**	4.90 %	**4.87 %**	4.27 %	**5.18 %**	4.89 %
Investment return assumption	**8.01 %**	7.74 %	**6.29 %**	5.84 %	**8.55 %**	8.30 %

Weighted average actuarial assumptions used to determine benefit obligations for the plans were as follows:

	U.S. Pension Benefit Plans		*Non-U.S. Pension Benefit Plans*		*Postretirement Health Care Benefits Plan*	
	2025	2024	**2025**	2024	**2025**	2024
Discount rate	**5.50 %**	5.70 %	**5.25 %**	5.07 %	**5.12 %**	5.49 %
Future compensation increase rate	**n/a**	n/a	**0.61 %**	0.67 %	**n/a**	n/a

The following table presents the accumulated benefit obligation, projected benefit obligation and fair value of plan assets for our plans that have an accumulated benefit obligation and projected benefit obligation in excess of plan assets:

	U.S. Pension Benefit Plans		*Non U.S. Pension Benefit Plans*	
December 31	**2025**	2024	**2025**	2024
Accumulated benefit obligation	**$ 3,865**	$ 3,775	**$ 1,210**	$ 1,162
Projected benefit obligation	**3,865**	3,755	**1,211**	1,163
Fair value of plan assets	**3,449**	3,249	**1,172**	1,083

Investment Policy

The individual plans have adopted an investment policy designed to meet or exceed the expected rate of return on plan assets assumption. To achieve this, the plans retain professional advisors and investment managers that invest plan assets into various classes including, but not limited to: equity and fixed income securities, cash, cash equivalents, hedge funds, infrastructure/utilities, insurance contracts, leveraged loan funds and real estate. The Company uses long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop its expected rate of return assumption used in calculating the net periodic cost. The individual plans have target mixes for these asset classes, which are readjusted periodically when an asset class weighting deviates from the target mix, with the goal of achieving the required return at a reasonable risk level.

The weighted-average asset allocations by asset categories for all pension plans and the Postretirement Health Care Benefits Plan were as follows:

	All Pension Benefit Plans		*Postretirement Health Care Benefits Plan*	
December 31	**2025**	2024	**2025**	2024
Target Mix:				
Equity securities	**22 %**	23 %	**25 %**	25 %
Fixed income securities	**61 %**	61 %	**56 %**	57 %
Cash and other investments	**17 %**	16 %	**19 %**	18 %
Actual Mix:				
Equity securities	**21 %**	22 %	**24 %**	24 %
Fixed income securities	**61 %**	60 %	**56 %**	56 %
Cash and other investments	**18 %**	18 %	**20 %**	20 %

Within the equity securities asset class, the investment policy provides for investments in a broad range of publicly-traded securities including both domestic and foreign equities. Within the fixed income securities asset class, the investment policy provides for investments in a broad range of publicly-traded debt securities including: U.S. treasury issues, corporate debt securities, mortgage and asset-backed securities, as well as foreign debt securities. In the cash and other investments asset class, investments may include, but are not limited to: cash, cash equivalents, commodities, hedge funds, infrastructure/utilities, insurance contracts, leveraged loan funds and real estate.

Cash Funding

The Company made $7 million and $6 million of contributions to its U.S. Pension Benefit Plans during 2025 and 2024, respectively. The Company contributed $11 million and $9 million to its Non U.S. Pension Benefit Plans during 2025 and 2024, respectively. The Company made no contributions to its Postretirement Health Care Benefits Plan in 2025 or 2024.

Expected Future Benefit Payments

The following benefit payments are expected to be paid:

Year	*U.S. Pension Benefit Plans*	*Non-U.S. Pension Benefit Plans*	*Postretirement Health Care Benefits Plan*
2026	$ 189	$ 63	$ 13
2027	205	64	12
2028	222	65	11
2029	239	66	10
2030	255	67	10
2031-2035	1,445	351	36

Other Benefit Plans

Split-Dollar Life Insurance Arrangements

The Company maintains a number of endorsement split-dollar life insurance policies on now-retired officers under a frozen plan. The Company had purchased the life insurance policies to insure the lives of employees and then entered into a separate agreement with the employees that split the policy benefits between the Company and the employee. Motorola Solutions owns the policies, controls all rights of ownership, and may terminate the insurance policies. To effect the split-dollar arrangement, Motorola Solutions endorsed a portion of the death benefits to the employee and upon the death of the employee, the employee's beneficiary typically receives the designated portion of the death benefits directly from the insurance company and the Company receives the remainder of the death benefits. It is currently expected that minimal cash payments will be required to fund these policies.

The net periodic pension cost for these split-dollar life insurance arrangements was $2 million, $3 million and $5 million for the years ended December 31, 2025, 2024 and 2023, respectively. The Company has recorded a liability representing the actuarial present value of the future death benefits as of the employees' expected retirement date of $47 million and $46 million as of December 31, 2025 and December 31, 2024, respectively.

Deferred Compensation Plan

The Company maintains a deferred compensation plan ("the Plan") for certain eligible participants. Under the Plan, participants may elect to defer base salary and cash incentive compensation in excess of 401(k) plan limitations. Participants under the Plan may choose to invest their deferred amounts in the same investment alternatives available under the 401(k) plan (as defined below). The Plan also allows for Company matching contributions for the following: (i) the first 4% of compensation deferred under the Plan, subject to a maximum of $50,000 for officers elected by the board of directors of the Company, (ii) lost matching amounts that would have been made under the 401(k) plan if participants had not participated in the Plan, and (iii) discretionary amounts as approved by the Compensation and Leadership Committee of the board of directors.

Defined Contribution Plan

The Company has various defined contribution plans, in which all eligible employees may participate. In the U.S., the Motorola Solutions 401(k) plan (the "401(k) plan") is a contributory plan. Matching contributions are based upon the amount of the employees' contributions. In 2026, the Company began making the matching contributions in Company stock. The Company's expenses for material defined contribution plans for the years ended December 31, 2025, 2024 and 2023 were $33 million, $53 million and $45 million, respectively.

Under the 401(k) plan, the Company may make an additional discretionary matching contribution to eligible employees. For the years ended December 31, 2025, 2024, and 2023 the Company made no discretionary contributions.

9. Share-Based Compensation and Other Incentive Plans

The Company grants options to acquire shares of common stock to certain employees. Each option granted has an exercise price of no less than 100% of the fair market value of the common stock on the date of the grant. The awards have a contractual life of five to ten years and vest over two to three years. In conjunction with a change in control, stock options assumed or replaced with comparable stock options only become exercisable if the holder is also involuntarily terminated (for a reason other than cause) or resigns for good reason within 24 months of a change in control.

Restricted stock grants consist of shares or the rights to shares of the Company's common stock which are awarded to certain employees. The grants are restricted in such that they are subject to vesting conditions; however, restricted stock holders have voting rights, and the rights to earn dividends on unvested shares.

Restricted stock unit ("RSU") grants consist of shares or the rights to shares of the Company's common stock which are awarded to certain employees and non-employee directors. The grants are restricted such that they are subject to substantial risk of forfeiture and to restrictions on their sale or other transfer by the employee. In conjunction with a change in control, shares of RSUs assumed or replaced with comparable shares of RSUs will only have the restrictions lapse if the holder is also involuntarily terminated (for a reason other than cause) or resigns for good reason within 24 months of a change in control.

Performance-based stock options ("performance options") and market stock units ("MSUs") have been granted to certain Company executive officers, and performance stocks units ("PSUs") have been granted to executives participating in the Long Range Incentive Plan ("LRIP"), including Company executive officers. Performance options have a three-year performance period and are granted as a target number of units subject to adjustment based on company performance. Each performance option granted has an exercise price of no less than 100% of the fair market value of the common stock on the date of the grant. The awards have a contractual life of ten years. Shares ultimately issued for performance option awards granted are based on the actual total shareholder return ("TSR") compared to the S&P 500 over the three-year performance period based on a payout factor that corresponds to actual TSR results as established at the date of grant. Vesting occurs on the third anniversary of the grant date. Under the terms of the MSUs, vesting is conditioned upon continuous employment until the vesting date and the payout factor requires a minimum of 60% of the share price on the award date with a maximum of 200%. The share price used in the payout factor is calculated using an average of the closing prices on the grant or vesting date, and the 30 calendar days immediately preceding the grant or vesting date. Vesting occurs ratably over three years. PSUs have been granted as a portion of the LRIP awards. The PSUs have a three-year performance period and are granted as a target number of units subject to adjustment based on company performance. The number of PSUs earned will be based on the actual TSR compared to the S&P 500 over the three-year performance period based on a payout factor that corresponds to actual TSR results as established at the date of grant. Vesting occurs on the third anniversary of the grant date.

The employee stock purchase plan allows eligible participants to purchase shares of the Company's common stock through payroll deductions of up to 20% of eligible compensation on an after-tax basis. Plan participants cannot purchase more than $25,000 of stock in any calendar year. The price an employee pays per share is 85% of the lower of the fair market value of the Company's stock on the close of the first trading day or last trading day of the purchase period. The plan has two purchase periods, the first from October 1 through March 31 and the second from April 1 through September 30. For each of the years ended December 31, 2025, 2024 and 2023, employees purchased 0.3 million shares, at purchase prices of $372.14 and $370.59 in 2025, $231.98 and $300.55 in 2024, and $194.62 and $231.40 in 2023.

Significant Assumptions Used in the Estimate of Fair Value

The Company calculates the value of each employee stock option, estimated on the date of grant, using the Black-Scholes option pricing model. The weighted-average estimated fair value of employee stock options granted during 2025, 2024 and 2023 was $112.52, $92.20 and $73.04, respectively, using the following weighted-average assumptions:

	2025	2024	2023
Expected volatility	**24.4 %**	21.4 %	24.4 %
Risk-free interest rate	**3.9 %**	4.3 %	4.2 %
Dividend yield	**1.3 %**	1.4 %	1.6 %
Expected life (years)	**5.9**	5.9	5.9

The Company calculates the value of each performance option, MSU, and PSU using a Monte Carlo simulation option pricing model, estimated on the date of grant. The fair values of performance options, MSUs, and PSUs granted during 2025 were $171.79, $449.80 and $446.9, respectively. The fair values of performance options, MSUs, and PSUs granted during 2024 were $141.51, $396.90 and $515.85, respectively. The fair value of performance options, MSUs and PSUs granted during 2023 was $122.55, $299.32 and $348.27, respectively. The following assumptions were used for the calculations.

	2025 Performance Options	*2024 Performance Options*	*2023 Performance Options*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Expected volatility of the S&P 500	**29.8 %**	30.5 %	33.3 %
Risk-free interest rate	**4.1 %**	4.3 %	4.1 %
Dividend yield	**1.3 %**	1.4 %	1.7 %
Expected life (years)	**6.5**	6.5	6.5

	2025 Market Stock Unit	*2024 Market Stock Unit*	*2023 Market Stock Units*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Risk-free interest rate	**3.9 %**	4.4 %	4.5 %
Dividend yield	**1.1 %**	1.3 %	1.5 %

	2025 Performance Stock Units	*2024 Performance Stock Units*	*2023 Performance Stock Units*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Expected volatility of the S&P 500	**29.8 %**	30.8 %	33.3 %
Risk-free interest rate	**3.9 %**	4.3 %	4.6 %
Dividend yield	**1.1 %**	1.1 %	1.4 %

The Company uses the implied volatility for traded options on the Company's stock as the expected volatility assumption in the valuation of stock options, performance options, MSUs, and PSUs. The selection of the implied volatility approach was based upon the availability of actively-traded options on the Company's stock and the Company's assessment that implied volatility is more representative of future stock price trends than historical volatility. At the conclusion of each three-year PSU and performance option cycle, the Company uses the historical volatility as the expected volatility to calculate the actual TSR compared to the S&P 500.

The risk-free interest rate assumption is based upon the average daily closing rates during the year for U.S. treasury notes that have a life which approximates the expected life of the grant. The dividend yield assumption is based on the Company's future expectation of dividend payouts. The expected life represents the average of the contractual term of the options and the weighted average vesting period for all option tranches.

The Company has applied forfeiture rates, estimated based on historical data, of 10% to the stock option fair values calculated by the Black-Scholes option pricing model and 15% to RSUs. These estimated forfeiture rates are applied to grants based on their remaining vesting term and may be revised in subsequent periods if actual forfeitures differ from these estimates.

The following table summarizes information about the total stock options outstanding and exercisable under all stock option plans, at December 31, 2025 (in thousands, except exercise price and years):

	Options Outstanding			Options Exercisable		
Exercise price range	*No. of options*	*Wtd. avg. Exercise Price*	*Wtd. avg. contractual life (in yrs.)*	*No. of options*	*Wtd. avg. Exercise Price*	*Wtd. avg. contractual life (in yrs.)*
$70-$100	495	$ 79	1	495	$ 79	1
$101-$200	797	146	4	797	146	4
$201-$300	526	237	6	390	227	6
$301-$400	199	345	8	28	341	8
$401 and over	182	422	9	9	448	9
	2,199			1,719		

As of December 31, 2025, the weighted average contractual life for options outstanding and exercisable was five and four years, respectively.

Current Year Activity

Total share-based compensation activity was as follows (in thousands, except exercise price):

	Stock Options		Restricted Stock Units		Restricted Stock	
	No. of Options Outstanding	*Wtd. Avg. Exercise Price of Shares*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*
Balance as of January 1, 2025	491	$ 230	1,275	$ 275	65	$ 397
Granted	93	414	685	418	74	434
Releases/Exercised	(115)	226	(626)	268	(39)	166
Forfeited/Canceled	(7)	362	(50)	337	—	—
Balance as of December 31, 2025	462	$ 267	1,284	$ 352	100	$ 420
Awards exercisable	288	205	—	—	—	—

	Performance Options		Market Stock Units		Performance Stock Units	
	No. of Options Outstanding	*Wtd. Avg. Exercise Price of Shares*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*
Balance as of January 1, 2025	1,731	$ 144	79	$ 331	264	$ 407
Granted	96	414	37	450	54	446
Releases/Exercised	(268)	99	(67)	296	(166)	416
Adjustment for payout factor	178	222	27	228	99	381
Forfeited/Canceled	—	—	—	—	(3)	422
Balance as of December 31, 2025	1,737	$ 174	76	$ 402	248	$ 457
Awards exercisable	1,431	139	—	—	—	—

At December 31, 2025 and 2024, 4.8 million and 6.0 million shares, respectively, were available for future share-based award grants under the current share-based compensation plan, covering all equity awards to employees and non-employee directors.

Total Share-Based Compensation Expense

Compensation expense for the Company's share-based compensation plans was as follows:

Years ended December 31	**2025**	2024	2023
Share-based compensation expense included in:			
Costs of sales	**$ 57**	$ 48	$ 40
Selling, general and administrative expenses	**162**	132	116
Research and development expenditures	**74**	63	56
Share-based compensation expense included in Operating earnings	**293**	243	212
Tax benefit	**62**	51	43
Share-based compensation expense, net of tax	**$ 231**	$ 192	$ 169
Decrease in basic earnings per share	**$ (1.39)**	$ (1.15)	$ (1.01)
Decrease in diluted earnings per share	**$ (1.37)**	$ (1.12)	$ (0.98)

At December 31, 2025, the Company had unrecognized compensation expense related to all share-based awards of $421 million, net of estimated forfeitures, expected to be recognized over the weighted average period of approximately three years and $8 million of unrecognized compensation expense related to the employee stock purchase plan that will be recognized over the remaining purchase period. The aggregate fair value of outstanding share-based awards as of December 31, 2025 was $784 million.

Cash received from stock option exercises and the employee stock purchase plan was $159 million, $161 million, and $157 million, offset by tax withholdings of $113 million, $86 million, and $53 million for the years ended December 31, 2025, 2024, and 2023, respectively. The total intrinsic value of options exercised during the years ended December 31, 2025, 2024, and 2023 was $95 million, $164 million, and $152 million, respectively. The aggregate intrinsic value for options outstanding and exercisable as of December 31, 2025 was $424 million and $402 million, respectively, based on a December 31, 2025 stock price of $383.32 per share.

Motorola Solutions Incentive Plans

The Company's incentive plans provide eligible employees with an annual payment, calculated as a percentage of an employee's eligible earnings, in the year after the close of the current calendar year if specified business goals and individual performance targets are met. The expense for awards under these incentive plans for the years ended December 31, 2025, 2024 and 2023 was $224 million, $218 million and $205 million, respectively.

10. Fair Value Measurements

Investments and Derivatives

The fair values of the Company's financial assets and liabilities by level in the fair value hierarchy as of December 31, 2025 and December 31, 2024 were as follows:

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Assets:				
Foreign exchange derivative contracts	$ —	$ 10	$ —	$ 10
Common stock and equivalents	42	—	—	42
Liabilities:				
Foreign exchange derivative contracts	$ —	$ 19	$ —	$ 19
Contingent earnout consideration (Note 15)	—	—	37	37

December 31, 2024	*Level 1*	*Level 2*	*Total*
Assets:			
Foreign exchange derivative contracts	$ —	$ 10	$ 10
Common stock and equivalents	23	—	23
Liabilities:			
Foreign exchange derivative contracts	$ —	$ 9	$ 9
Equity swap contracts	1	—	1

In connection with the acquisition of Silvus, contingent earnout consideration reflects the estimated fair value of the contingent future payments to the Seller following the achievement of certain financial targets. Refer to "Note 15: Intangible Assets and Goodwill" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information regarding the details of the contingent earnout consideration. The Company determines the fair value of its contingent earnout consideration liability using a Monte Carlo simulation model, which requires the use of Level 3 inputs, such as projected future net sales, gross margin and cash flows. At the acquisition date, the Company recorded a contingent liability of approximately $38 million, related to the estimated fair value of the contingent earnout consideration, which was included in the purchase price. For the year ended December 31, 2025, the fair value adjustment related to the contingent earnout consideration was $1 million which was recorded to Other income, net in the Company's Consolidated Statement of Operations.

Pension and Postretirement Health Care Benefits Plan Assets

The fair values of the various pension and postretirement health care benefits plans' assets by level in the fair value hierarchy as of December 31, 2025 and 2024 were as follows:

U.S. Pension Benefit Plans

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 24	$ —	$ —	$ 24
Commingled funds	1,200	422	—	1,622
Government fixed income securities	—	347	—	347
Corporate fixed income securities	—	919	—	919
Short-term investment funds	231	—	—	231
Private assets	—	—	238	238
Total investment securities	$ 1,455	$ 1,688	$ 238	$ 3,381
Accrued income receivable				51
Cash				17
Fair value plan assets				$ 3,449

The following table summarizes the changes in fair value of the Level 3 assets:

	2025
Fair value at January 1, 2025	$ 203
Actual return on plan assets	27
Purchases	8
Fair value at December 31, 2025	$ 238

December 31, 2024	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 23	$ —	$ —	$ 23
Commingled funds	1,039	404	—	1,443
Government fixed income securities	—	239	—	239
Corporate fixed income securities	—	905	—	905
Short-term investment funds	258	—	—	258
Private Assets	—	—	203	203
Total investment securities	$ 1,320	$ 1,548	$ 203	$ 3,071
Accrued income receivable				162
Cash				16
Fair value plan assets				$ 3,249

Non-U.S. Pension Benefit Plans

December 31, 2025	*Level 1*	*Level 2*	*Total*
Equities	$ 64	$ —	$ 64
Commingled funds	205	33	238
Government fixed income securities	—	755	755
Short-term investment funds	41	—	41
Total investment securities	$ 310	$ 788	$ 1,098
Cash			5
Accrued income receivable			21
Insurance contracts			48
Fair value plan assets			$ 1,172

December 31, 2024	*Level 1*	*Level 2*	*Total*
Equities	$ 53	$ —	$ 53
Commingled funds	236	35	271
Government fixed income securities	—	615	615
Short-term investment funds	56	—	56
Total investment securities	$ 345	$ 650	$ 995
Cash			4
Accrued income receivable			42
Insurance contracts			42
Fair value plan assets			$ 1,083

Postretirement Health Care Benefits Plan

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 1	$ —	$ —	$ 1
Commingled funds	44	17	—	61
Government fixed income securities	—	13	—	13
Corporate fixed income securities	—	37	—	37
Short-term investment funds	9	—	—	9
Private funds	—	—	9	9
Total investment securities	$ 54	$ 67	$ 9	$ 130
Accrued income receivable				2
Fair value plan assets				$ 132

The following table summarizes the changes in fair value of the Level 3 assets:

	2025
Fair value at January 1, 2025	$ 8
Actual return on plan assets	1
Fair value at December 31, 2025	$ 9

December 31, 2024	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 1	$ —	$ —	$ 1
Commingled funds	40	16	—	56
Government fixed income securities	—	10	—	10
Corporate fixed income securities	—	37	—	37
Short-term investment funds	10	—	—	10
Private funds	—	—	8	8
Total investment securities	$ 51	$ 63	$ 8	$ 122
Accrued income receivable				6
Fair value plan assets				$ 128

The following is a description of the categories of investments:

Equities — A diversified portfolio of corporate common and preferred stocks.

Commingled funds — A diversified portfolio of assets that includes corporate common and preferred stocks, emerging market and high-yield fixed income securities among others.

Government fixed income securities — Securities issued by municipal, domestic and foreign government agencies, index-linked government bonds as well as interest rate derivatives.

Corporate fixed income securities — A diversified portfolio of primarily investment grade bonds issued by corporations.

Short-term investment funds — Investments in money market accounts and derivatives with a liquidity of less than 90 days.

Private funds — A diversified portfolio of assets that includes private equity funds and private loans.

Level 1 investments include securities which are valued at the closing price reported on the active market in which the individual securities are traded. Level 2 investments consist principally of securities which are valued using independent third party pricing sources. Level 3 investments include securities with valuations derived from valuation techniques, in which one or more significant inputs are unobservable. A variety of inputs are utilized by the independent pricing sources including market based inputs, binding quotes, indicative quotes, and ongoing redemption and subscription activity. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation.

At December 31, 2025, the Company had $735 million of investments in money market government and U.S. treasury funds (Level 1) classified as Cash and cash equivalents in its Consolidated Balance Sheet, compared to $1.2 billion at December 31, 2024. The money market funds had quoted market prices that are approximately at par.

Using quoted market prices and market interest rates, the Company determined that the fair value of its debt at December 31, 2025 was $9.2 billion. The fair value of long-term debt at December 31, 2024 was $5.8 billion. Since considerable judgment is required in interpreting market information, the fair value of the long-term debt is not necessarily indicative of the amount which could be realized in a current market exchange. Refer to "Note 5: Debt and Credit Facilities" to our consolidated financial statements in this “Part II. Item 8. Financial Statements and Supplementary Data” of this Form 10-K for a further discussion of the Company's debt.

All other financial instruments are carried at cost, which is not materially different from the instruments' fair values.

11. Long-term Financing and Sales of Receivables

Long-term Financing

Long-term receivables consist of receivables with payment terms greater than twelve months, long-term loans and lease receivables under sales-type leases. Long-term receivables consist of the following:

December 31	2025	2024
Long-term receivables, gross	$ 93	$ 65
Less allowance for losses	(2)	(2)
Long-term receivables	$ 91	$ 63
Less current portion	(32)	(22)
Non-current long-term receivables	$ 59	$ 41

The current portion of long-term receivables is included in Accounts receivable, net and the non-current portion of long-term receivables is included in Other assets in the Company's Consolidated Balance Sheet. The Company recognized $1 million in interest income on long-term receivables for both of the years ended December 31, 2025 and 2024, compared to no interest income for the year ended December 31, 2023.

Certain purchasers of the Company's products and services may request that the Company provide long-term financing (defined as financing with a term greater than one year) in connection with the sale of products and services. These requests may include all or a portion of the purchase price of the products and services. The Company's obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of the Company by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from the Company. The Company had outstanding commitments to provide long-term financing to third-parties totaling $179 million at December 31, 2025 and $105 million at December 31, 2024.

Sales of Receivables

From time to time, the Company sells accounts receivable and long-term receivables to third-parties under one-time arrangements.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2025, 2024 and 2023.

Years ended December 31	**2025**	2024	2023
Accounts receivable sales proceeds	**$ 156**	$ 15	$ 96
Long-term receivables sales proceeds	**258**	205	182
Total proceeds from receivable sales	**$ 414**	$ 220	$ 278

The Company may or may not retain the obligation to service the sold accounts receivable and long-term receivables.

At December 31, 2025, the Company had retained servicing obligations for $814 million of long-term receivables, compared to $794 million of long-term receivables at December 31, 2024. Servicing obligations are limited to collection activities of sold accounts receivables and long-term receivables.

Credit Quality of Long-Term Receivables and Allowance for Credit Losses

An aging analysis of financing receivables at December 31, 2025 and December 31, 2024 is as follows:

December 31, 2025	*Total Long-term Receivable*	*Current Billed Due*	*Past Due Under 90 Days*	*Past Due Over 90 Days*
Municipal leases secured tax exempt	$ 58	$ 9	$ 1	$ 1
Commercial loans and leases secured	35	3	—	1
Long-term receivables, including current portion	$ 93	$ 12	$ 1	$ 2

December 31, 2024	*Total Long-term Receivable*	*Current Billed Due*	*Past Due Under 90 Days*	*Past Due Over 90 Days*
Municipal leases secured tax exempt	$ 31	$ 2	$ 1	$ 1
Commercial loans and leases secured	34	3	—	1
Long-term receivables, including current portion	$ 65	$ 5	$ 1	$ 2

The Company uses an internally developed credit risk rating system for establishing customer credit limits. This system is aligned with and comparable to the rating systems utilized by independent rating agencies.

12. Commitments and Contingencies

Purchase Obligations

During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, the Company enters into agreements with contract manufacturers and suppliers that either allow it to procure inventory based upon criteria as defined by the Company or establish the parameters defining the Company's requirements. In addition, we have entered into software license agreements which are firm commitments and are not cancellable.

As of December 31, 2025, the Company had entered into firm, non-cancelable, and unconditional commitments under such arrangements through 2033. The Company expects to make total payments of $771 million under these arrangements as follows: $250 million in 2026, $197 million in 2027, $127 million in 2028, $108 million in 2029, $46 million in 2030 and $43 million thereafter.

Legal Matters

Hytera Civil Litigation

In 2017, the Company filed a complaint against Hytera Communications Corporation Limited of Shenzhen, China; Hytera America, Inc.; and Hytera Communications America (West), Inc. (collectively, "Hytera"), in the U.S. District Court for Northern District of Illinois (the "District Court"), alleging trade secret theft and copyright infringement, and seeking injunctive relief. In 2020, a jury decided in the Company's favor and awarded the Company $543.7 million, plus $51.1 million in pre-judgment interest and $2.6 million in costs, as well as $34.2 million in attorneys' fees.

Subsequently, the District Court ordered Hytera to pay the Company a forward-looking reasonable royalty on products ("I-Series") that use the Company's stolen trade secrets, setting royalty rates for Hytera's sale of relevant products from July 1, 2019 forward. In 2024, amounts paid into escrow of approximately $61 million were released to the Company and recorded as a gain within Other charges within the Consolidated Statement of Operations. Hytera made quarterly de minimis royalty payments related to the I-Series products directly to the Company in 2025.

Following the initial District Court judgment in the Company's favor, both parties appealed to the U.S. Court of Appeals for the Seventh Circuit (the "Court of Appeals"). On July 2, 2024, the Court of Appeals affirmed the District Court's award of $407.4 million in damages under the Defend Trade Secrets Act, directed the District Court to recalculate and reduce its award of $136.3 million in copyright infringement damages, and instructed the District Court to reconsider its denial of the Company's request for an injunction. In all other respects, the Court of Appeals affirmed the judgment of the District Court. On October 4, 2024, the Court of Appeals denied Hytera's motion for rehearing. The case was remanded to the District Court for further action per the Court of Appeals' decision. On January 2, 2025, Hytera filed a petition for writ of certiorari with the Supreme Court of the United States, which was subsequently denied on February 24, 2025. The issues of copyright recalculation, turnover of Hytera assets to the Company, and injunction are currently briefed. On October 14-15, 2025, the District Court held hearings on these issues, but has not yet issued any rulings.

In 2025, Hytera made payments towards amounts awarded to the Company and owed by Hytera pursuant to court orders related to I-Series products. In 2025, Hytera made payments of $157 million, of which the Company received $141 million, net of withholding taxes. Subsequent to year-end, in January 2026, Hytera made a payment of $40 million, of which the Company received $36 million, net of withholding taxes. These payments were recorded as a gain within Other charges within the Consolidated Statement of Operations. The Company continues to seek collection of the judgment through the ongoing legal process.

In 2024, the parties engaged in competing litigation in the District Court and a court in China related to the possible continued use by Hytera of the Company's trade secrets in Hytera's currently shipping products ("H-Series"). On April 2, 2024, the District Court held Hytera in civil contempt, and issued a worldwide sales injunction of certain H-Series products and a daily fine for Hytera's failure to withdraw its competing litigation in China. On April 16, 2024, the Court of Appeals granted Hytera's motion for an emergency stay of the contempt sanctions, pending its review of the District Court's various orders related to the competing litigation and contempt sanctions.

The District Court held hearings in August 2024, concerning whether Hytera's currently shipping H-Series products continue to misuse the Company's trade secrets and copyrighted source code. On August 25, 2025, the District Court held Hytera in civil contempt for violation of the District Court's royalty order and ordered Hytera to pay the Company approximately $70 million for unpaid royalties and interest for Hytera's continued use of the Company's trade secrets and copyrighted source code in Hytera's H-Series products. The District Court subsequently ordered Hytera to pay additional royalties of $31 million accrued from the August 2024 hearings and the August 25, 2025 order. Hytera has appealed the District Court's order to the Court of Appeals. Hytera's appeal does not automatically stay its obligation to pay the $101 million. On October 14-15, 2025, the District Court heard arguments on whether Hytera must pay the $101 million into escrow, or directly to the Company as a payment towards amounts awarded to the Company and owed by Hytera pursuant to prior court orders, but has not yet issued a ruling.

Hytera Criminal Litigation

On January 13, 2025, Hytera pleaded guilty to one federal felony count of conspiracy to steal the Company's trade secrets in a criminal action brought by the U.S. Department of Justice against Hytera and several of its employees in the District Court. On November 24-25, December 15, 2025, and January 29, 2026, the District Court held hearings related to Hytera's sentencing. The District Court is expected to issue its ruling on March 5, 2026. Pursuant to the plea agreement reached between Hytera and the government, it is expected that Hytera's sentence may include a fine to be paid to the government and restitution to be paid to the Company in an amount to be determined by the District Court.

13. Information by Segment and Geographic Region

The Company conducts its business globally and manages it through the following two segments:

Products and Systems Integration: The Products and Systems Integration segment offers an extensive portfolio of infrastructure, devices, accessories, and the implementation and integration of such systems, devices and applications. Within MCN, the Company is a global leader in the two-way radio category, including the Company's Project 25 (P25), Terrestrial Trunked Radio (TETRA), Digital Mobile Radio (DMR), as well as other professional and commercial radio ("PCR") solutions. The Company provides LTE solutions for public safety, government, including defense, and enterprise users, including devices that operate in both low-band and mid-band frequencies. Additionally, through the Company's MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, it supports defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure. The Company's Video technology includes network video management infrastructure, fixed security, certain mobile video equipment and access control solutions. The primary customers of the Products and Systems Integration segment are government, including defense, public safety and enterprise customers who operate private communications systems and video security solutions and typically manage a mobile workforce. In 2025, the segment's net sales were $7.3 billion, representing 62% of the Company's consolidated net sales.

Software and Services: The Software and Services segment provides a broad range of solution offerings for government, public safety and enterprise customers. Software includes public safety and enterprise Command Center, unified communications applications, certain mobile video equipment, and video software solutions, delivered both on-premise and "as-a-service." Services includes a continuum of service offerings beginning with repair, technical support and maintenance. More advanced technologies include monitoring, software updates and cybersecurity services. Managed services range from partial to full operation of customer-owned or Motorola Solutions-owned communications systems. In 2025, the segment's net sales were $4.4 billion, representing 38% of the Company's consolidated net sales.

For the years ended December 31, 2025, 2024 and 2023, no single customer accounted for more than 10% of the Company's net sales.

Segment Information

The Company's chief operating decision maker, the chief executive officer, uses both segment gross margin and segment operating earnings to assess performance and allocate resources (including employees, property, and financial or capital resources) for each segment predominantly in the annual budget and forecasting process. The chief operating decision maker considers budget-to-actual variances on a monthly basis for both profit measures when making decisions about allocating capital and personnel to the segments.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. See "Note 1: Summary of Significant Accounting Policies" to our consolidated financial statements in this "Part II. Item 8: Financial Statements and Supplementary Data" of this Form 10-K.

The following table summarizes Net sales, significant expenses, Gross margin and Operating earnings by segment:

	2025			2024			2023		
Years ended December 31	**Products and Systems Integration**	**Software and Services**	**Total**	Products and Systems Integration	Software and Services	Total	Products and Systems Integration	Software and Services	Total
Net sales	**$ 7,253**	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Costs of sales	**3,338**	**2,309**	**5,647**	3,215	2,090	5,305	3,115	1,893	5,008
Gross margin	**3,915**	**2,120**	**6,035**	3,668	1,844	5,512	3,127	1,843	4,970
Selling, general and administrative expenses	**1,478**	**392**	**1,870**	1,392	360	1,752	1,239	322	1,561
Research and development expenditures	**598**	**372**	**970**	575	342	917	551	307	858
Other charges	**78**	**129**	**207**	25	130	155	93	163	257
Operating earnings	**$ 1,761**	**$ 1,227**	**$ 2,988**	$ 1,676	$ 1,012	$ 2,688	$ 1,244	$ 1,050	$ 2,294
Total other expense			**(176)**			(716)			(148)
Net earnings before income taxes			**$ 2,812**			$ 1,972			$ 2,146

The following table summarizes the Company's capital expenditures and depreciation expense by segment:

	Capital Expenditures			Depreciation Expense		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023
Products and Systems Integration	**$ 131**	$ 103	$ 97	**$ 92**	$ 90	$ 83
Software and Services	**134**	154	156	**99**	94	96
	$ 265	$ 257	$ 253	**$ 191**	$ 184	$ 179

The Company's chief operating decision maker does not review or allocate resources based on segment assets.

Geographic Area Information

	Net Sales			Assets		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023
United States	**$ 7,929**	$ 7,432	$ 6,559	**$ 15,365**	$ 11,456	$ 10,207
United Kingdom	**603**	572	769	**2,538**	2,190	2,034
Canada	**433**	388	373	**435**	383	362
Other	**2,717**	2,425	2,277	**1,051**	566	733
	$ 11,682	$ 10,817	$ 9,978	**$ 19,389**	$ 14,595	$ 13,336

Net sales attributed to geographic area are predominately based on the ultimate destination of the Company's products and services.

14. Reorganization of Businesses

The Company maintains a formal Involuntary Severance Plan (the "Severance Plan"), which permits the Company to offer eligible employees severance benefits based on years of service and employment grade level in the event that employment is involuntarily terminated as a result of a reduction-in-force or restructuring. The Company recognizes termination benefits based on formulas per the Severance Plan at the point in time that future settlement is probable and can be reasonably estimated based on estimates prepared at the time a restructuring plan is approved by management. Exit costs consist of contractual lease termination costs, costs to exit committed contracts and other contractual terminations. At each reporting date, the Company evaluates its accruals for employee separation and exit costs to ensure the accruals are still appropriate. In certain circumstances, accruals are no longer needed because of efficiencies in carrying out the plans or because employees previously identified for separation resigned from the Company and did not receive severance, or were redeployed due to circumstances not foreseen when the original plans were approved. In these cases, the Company reverses accruals through the Consolidated Statements of Operations where the original charges were recorded when it is determined they are no longer needed.

During 2025, 2024, and 2023 the Company continued to implement various productivity improvement plans aimed at achieving long-term, sustainable profitability by driving efficiencies and reducing operating costs. These initiatives impacted both of the Company's segments and affected employees located in all geographic regions.

2025 Charges

During 2025, the Company recorded net reorganization of business charges of $60 million, including $16 million of charges in Costs of sales and $44 million of charges in Other charges in the Company's Consolidated Statements of Operations. Included in the $60 million were charges of $62 million related to employee separation costs and $2 million related to exit costs, partially offset by $4 million of reversals for employee separation accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2025
Products and Systems Integration	$ 42
Software and Services	18
	$ 60

Reorganization of Businesses Accruals

	Accruals at January 1	*Additional Charges*	*Adjustments*	*Amount Used*	***Accruals at December 31***
Reorganization costs	$ 27	$ 62	$ (4)	$ (61)	$ 24
Exit costs	1	2	—	(3)	—
	$ 28	$ 64	$ (4)	$ (64)	$ 24

Exit Costs

At January 1, 2025, the Company had an accrual of $1 million for exit costs related to the Company's exit of the Emergency Services Network ("ESN") contract with the Home Office. During the year, the Company used $1 million reflecting related cash payments to exit certain committed contracts.

Employee Separation Costs

At January 1, 2025, the Company had an accrual of $27 million for employee separation costs. The 2025 additional charges of $62 million include severance costs for approximately 830 employees, of which 590 were direct employees and 240 were indirect employees. The adjustments of $4 million reflect reversals of accruals no longer needed. The $61 million used in 2025 reflects cash payments to severed employees. The remaining accrual of $24 million, which is included in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2025, is expected to be paid, primarily within one year to: (i) severed employees who have already begun to receive payments and (ii) approximately 115 employees to be separated in 2026.

2024 Charges

During 2024, the Company recorded net reorganization of business charges of $38 million, including $12 million of charges in Costs of sales and $26 million of charges in Other charges in the Company's Consolidated Statements of Operations. Included in the $38 million were charges of $48 million for employee separation costs, partially offset by $6 million of reversals for employee separation accruals no longer needed and $4 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2024
Products and Systems Integration	$ 32
Software and Services	6
	$ 38

Reorganization of Businesses Accruals

	Accruals at January 1	*Additional Charges*	*Adjustments*	*Amount Used*	***Accruals at December 31***
Reorganization costs	$ 23	$ 48	$ (6)	$ (38)	$ 27
Exit costs	5	—	(4)	—	1
	$ 28	$ 48	$ (10)	$ (38)	$ 28

Exit Costs

At January 1, 2024, the Company had an accrual of $5 million for exit costs related to the Company's exit of the ESN contract with the Home Office. During the year, the Company recorded a $4 million reversal for accruals no longer needed. The remaining $1 million of exit costs are recorded in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2024, and are expected to be paid within one year.

Employee Separation Costs

At January 1, 2024, the Company had an accrual of $23 million for employee separation costs. The 2024 additional charges of $48 million include severance costs for approximately 720 employees, of which 460 were direct employees and 260 were indirect employees. The adjustments of $6 million reflect reversals of accruals no longer needed. The $38 million used in 2024 reflects cash payments to severed employees. The remaining accrual of $27 million, which was included in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2024, is expected to be paid, primarily within one year to: (i) severed employees who have already begun to receive payments and (ii) approximately 140 employees to be separated in 2025.

2023 Charges

During 2023, the Company recorded net reorganization of business charges of $53 million, including $7 million of charges in Costs of sales and $46 million of charges under Other charges in the Company's Consolidated Statements of Operations. Included in the $53 million were charges of $41 million for employee separation costs and a $24 million impairment loss related to the exit of video manufacturing operations, partially offset by $7 million of reversals of accruals no longer needed and $5 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2023
Products and Systems integration	$ 45
Software and Services	8
	$ 53

15. Intangible Assets and Goodwill

The Company accounts for acquisitions using purchase accounting with the results of operations for each acquiree included in the Company's consolidated financial statements for the period subsequent to the date of acquisition.

Silvus Acquisition

On August 6, 2025, the Company acquired Silvus from Silvus Technologies Group LLC (the "Seller"). Silvus designs and develops software-defined high-speed MANET technology that enables highly secure data, video and voice communications without the need for fixed infrastructure. This acquisition brings mobile ad-hoc network expertise and new applications to the Company's public safety and enterprise portfolio. The purchase price of $4.4 billion consisted of cash payments of $4.4 billion, net of cash acquired and customary purchase price adjustments, and contingent earnout consideration that had an estimated fair value as of the acquisition date of $38 million.

Under the terms of the transaction, the Seller will have the potential to earn contingent earnout consideration upon the achievement of certain financial targets of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The contingent earnout consideration, if any, will be paid in shares of common stock. The Company valued the contingent earnout consideration using a Monte Carlo methodology which resulted in the Company recognizing $38 million in purchase consideration at the date of close in Other liabilities on the Company's Condensed Consolidated Balance Sheet. Contingent earnout consideration will continue to be valued at fair value throughout the earnout term and until paid. Changes to the fair value of the contingent earnout consideration will be recorded as a component of operating income within Other income, net in the Company's Consolidated Statement of Operations. Refer to "Note 10: Fair Value Measurements" in this "Part II. Item 8, Financial Statements and Supplementary Data" of this form 10-K for more information regarding the change in fair value.

The Company recognized goodwill of $2.9 billion which was allocated primarily to the Products and Systems Integration segment. In addition, the Company recognized $1.9 billion of intangible assets and $401 million of net liabilities, inclusive of $454 million of deferred tax liabilities and $53 million of net tangible assets. Goodwill represents the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from the other assets acquired that could not be individually identified and separately recognized including future customer relationships, new technology and the assembled workforce. The goodwill is not deductible for tax purposes.

The identifiable intangible assets were each classified primarily as one asset as follows: $135 million of trade names, $820 million of customer relationships and $920 million of developed technology which will be amortized over a period of twelve, twelve and eight years, respectively. The fair values of all intangible assets were estimated using the income approach. Customer relationships was valued under the excess earnings method, which assumes that the value of intangible assets is equal to the present value of the incremental after-tax cash flows attributable specifically to the intangible assets. Developed technology and trade names were valued under the relief from royalty method, which assumes value to the extent that the acquired company is relieved of the obligation to pay royalties for the benefits received from them. The Company applies significant judgment in determining the estimates and assumptions used to estimate the fair values of the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology.

This business is part of both the Products and Systems Integration segment and the Software and Services segment. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $26 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, intangible assets, net tangible assets and goodwill may be subject to change.

Recent Acquisitions

On November 18, 2025, the Company acquired Blue Eye, a provider of AI-powered enterprise remote video monitoring ("RVM") services for $79 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $1 million to certain key employees that will be expensed over a service period of two years. The acquisition enhances the Company's video security portfolio, serving a wide range of enterprises with real-time intelligence to help reduce loss and damage, mitigate risk and boost profitability. The Company recognized $59 million of goodwill, $24 million of identifiable intangible assets and $4 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $9 million of customer relationships and $15 million of developed technology and will be amortized over a period of twenty and eleven years, respectively. The business is part of the Software and Services segment. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, intangible assets, net liabilities and goodwill may be subject to change.

On March 6, 2025, the Company acquired Theatro, a maker of AI and voice-powered communication and digital workflow software for frontline workers for $174 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value price of $5 million to certain key employees that will be expensed over a service period of three years. The acquisition enhances the Company's portfolio of enterprise technologies by integrating Theatro's AI voice assistant in the Company's complementary workflows across our portfolio, including body cameras, fixed video, panic buttons and radios. The Company recognized $119 million of goodwill, $48 million of identifiable intangible assets and $7 million of net assets. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $15 million of customer relationships and $32 million of developed technology and will be amortized over a period of three, nineteen and eleven years, respectively. The business is part of the Software and Services segment. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $7 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, net liabilities and goodwill may be subject to change.

On February 21, 2025, the Company acquired RapidDeploy, a provider of cloud-native 911 solutions for public safety for $240 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $6 million to certain key employees that will be expensed over a service period of two years. The acquisition complements the Company's Command Center portfolio of 911 solutions. The Company recognized $132 million of goodwill, $117 million of identifiable intangible assets and $9 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $6 million of trade names, $36 million of customer relationships and $75 million of developed technology and will be amortized over a period of nine, nineteen and eighteen years, respectively. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $54 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The business is part of the Software and Services segment. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, net liabilities and goodwill may be subject to change.

On October 29, 2024, the Company acquired 3tc Software, a provider of control room software solutions for $23 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $4 million to certain key employees that will be expensed over a service period of one year. The acquisition expands the Company's critical experience and innovation focused on advancing CAD for the U.K.'s public safety agencies. The Company recognized $15 million of goodwill, $11 million of identifiable intangible assets, and $3 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible asset was classified as $11 million of developed technology and will be amortized over a period of seven years. The business is part of the Software and Services segment. The purchase accounting was completed as of the fourth quarter of 2025.

On July 1, 2024, the Company acquired Noggin, a global provider of CEM software for $92 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $19 million to certain key employees that will be expensed over a service period of three years. This acquisition enhances the Company's portfolio by adding operational resilience and CEM capabilities, which help enterprises and critical infrastructure anticipate, prepare for and efficiently respond to incidents. The Company recognized $49 million of goodwill, $53 million of identifiable intangible assets, and $10 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $7 million of customer relationships and $45 million of developed technology and will be amortized over a period of three, fifteen and thirteen years, respectively. The business is part of the Software and Services segment. The purchase accounting was completed as of the third quarter of 2025.

On July 1, 2024, the Company acquired a company that provides vehicle location and management solutions for $132 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $3 million to certain key employees that will be expensed over a service period of three years. The Company recognized $62 million of goodwill, $65 million of identifiable intangible assets and $5 million of net assets. The goodwill is deductible for tax purposes. The identifiable intangible assets were classified as $11 million of trade names, $51 million of customer relationships and $3 million of developed technology and will be amortized over a period of nine, eighteen and six years, respectively. The acquisition expands the Company's video solutions within the Software and Services segment. The purchase accounting was completed as of the third quarter of 2025.

On February 13, 2024, the Company acquired Silent Sentinel, a provider of specialized, long-range cameras, for $37 million, net of cash acquired. This acquisition complements the Company's portfolio of fixed video cameras, expanding its footprint with government and critical infrastructure customers and strengthens the Company's position as a global leader in end-to-end video security solutions. The Company recognized $16 million of goodwill, $22 million of identifiable intangible assets and $1 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $10 million of customer relationships and $11 million of developed technology and will be amortized over a period of two, fourteen and ten years, respectively. The business is part of the Products and System Integration segment. The purchase accounting was completed as of the first quarter of 2025.

On December 15, 2023, the Company acquired IPVideo, the creator of the HALO Smart Sensor, for $170 million, net of cash acquired. The transaction also included the potential for the Company to make contingent earn-out payments of up to $15 million based on IPVideo's achievement of certain financial targets from January 1, 2024 through December 31, 2024. As of the acquisition date, the Company estimated the fair value of the contingent earn-out to be $2 million, which was included in the purchase price. However, as of December 31, 2024, the Company concluded that the contingent earn-out targets were not achieved. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of one year. The HALO Smart Sensor is a multifunctional safety and security device with built-in vape detection and air quality monitoring, gunshot detection, abnormal noise and motion detection and emergency keyword detection. This acquisition adds sensor technology to the Company's physical security portfolio. The Company recognized $100 million of goodwill, $83 million of identifiable intangible assets and $13 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $8 million of trade names, $6 million of customer relationships and $69 million of developed technology and will be amortized over a period of eight, twelve and fifteen years, respectively. The business is a part of the Products and Systems Integration segment. The purchase accounting was completed as of the fourth quarter of 2024.

Intangible Assets

Amortized intangible assets are comprised of the following:

	2025		2024	
December 31 (in millions)	***Gross Carrying Amount***	***Accumulated Amortization***	*Gross Carrying Amount*	*Accumulated Amortization*
Intangible assets:				
Developed technology	**$ 2,285**	**$ 679**	$ 1,226	$ 535
Customer-related	**2,515**	**1,190**	1,609	1,093
Trade name	**247**	**74**	103	61
Other intangibles	**15**	**15**	15	15
	$ 5,062	**$ 1,958**	$ 2,953	$ 1,704

Amortization expense on intangible assets, which is included within Other charges in the Consolidated Statements of Operations, was $234 million, $152 million, and $177 million for the years ended December 31, 2025, 2024, and 2023, respectively. The increase in amortization expense during 2025 was a result of the amortization of intangible assets acquired in the Silvus acquisition. As of December 31, 2025, future amortization expense is estimated to be $345 million in 2026, $335 million in 2027, $334 million in 2028, $322 million in 2029, and $319 million in 2030.

Amortized intangible assets, excluding goodwill, were comprised of the following by segment:

	2025		*2024*	
December 31 (in millions)	***Gross Carrying Amount***	***Accumulated Amortization***	*Gross Carrying Amount*	*Accumulated Amortization*
Products and Systems Integration	**$ 2,707**	**$ 552**	$ 1,017	$ 409
Software and Services	**2,355**	**1,406**	1,936	1,295
	$ 5,062	**$ 1,958**	$ 2,953	$ 1,704

Goodwill

The following table displays a rollforward of the carrying amount of goodwill, net of impairment losses, by segment from January 1, 2024 to December 31, 2025:

(in millions)	*Products and Systems Integration*	*Software and Services*	*Total*
Balance as of January 1, 2024	$ 1,568	$ 1,833	$ 3,401
Goodwill acquired	16	128	144
Purchase accounting adjustments	(9)	3	(6)
Foreign currency translation	(2)	(11)	(13)
Balance as of December 31, 2024	$ 1,573	$ 1,953	$ 3,526
Goodwill acquired	2,654	606	3,260
Purchase accounting adjustments	—	(4)	(4)
Foreign currency translation	2	16	18
Balance as of December 31, 2025	**$ 4,229**	**$ 2,571**	**$ 6,800**

The Company conducts its annual assessment of goodwill for impairment as of the last day of the third quarter of each fiscal year. The goodwill impairment assessment is performed at the reporting unit level which is an operating segment or one level below an operating segment.

In 2025 and 2024, the Company performed a qualitative assessment to determine whether it was more-likely-than-not that the fair value of each reporting unit was less than its carrying amount. In performing this qualitative assessment the Company assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value, and entity-specific events. For fiscal year 2025 and 2024, the Company concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value. Therefore, a quantitative goodwill impairment test was not required and there was no impairment of goodwill in 2025 or 2024.

16. Valuation and Qualifying Accounts

The following table presents the valuation and qualifying account activity for the years ended December 31, 2025, 2024, and 2023:

	Balance at Beginning of Period	*Charged to Earnings*	*Used*	*Adjustments**	*Balance at End of Period*
2025					
Allowance for credit losses	$ 83	$ 39	$ (39)	$ —	$ 83
2024					
Allowance for credit losses	69	49	(35)	—	83
2023					
Allowance for credit losses	61	29	(21)	—	69

** Adjustments include translation adjustments*

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures.

Under the supervision and with the participation of our senior management, including our chief executive officer and chief financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act, as of December 31, 2025 (the "Evaluation Date"), the end of the period covered by this Form 10-K. Based on this evaluation, our chief executive officer and chief financial officer concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information relating to Motorola Solutions, including our consolidated subsidiaries, required to be disclosed in our SEC reports: (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to Motorola Solutions' management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting.

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) of the Exchange Act. Under the supervision and with the participation of our senior management, including our chief executive officer and chief financial officer, we assessed the effectiveness of our internal control over financial reporting as of December 31, 2025, using the criteria set forth in the *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2025.

On August 6, 2025, the Company completed the acquisition of Silvus. Management has excluded Silvus from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2025 (other than Silvus' goodwill and intangibles, which were included in such assessment), because it was acquired by the Company in 2025. Silvus is a wholly-owned subsidiary whose total assets (excluding goodwill and intangibles) and total revenues excluded from management's assessment represent 1% and 2%, respectively, of the related consolidated financial statement amounts of the Company as of and for the year ended December 31, 2025.

The Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, has issued an attestation report on the Company's internal control over financial reporting. The report on the audit of internal control over financial reporting appears in "Part II, Item 8, Financial Statements and Supplementary Data" of this Form 10-K.

Changes in Internal Control Over Financial Reporting.

There have been no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B. Other Information

During the three months ended December 31, 2025, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The response to this Item with respect to directors is incorporated herein by reference to the information under the caption "Our Board - Who We Are" of our Proxy Statement; with respect to executive officers, is contained in Part I hereof under the caption "Information About our Executive Officers"; with respect to the audit committee, is incorporated herein by reference to the information under the caption "Committees of the Board" of the Proxy Statement; and, with respect to our insider trading policies and procedures is incorporated herein by reference to the information under the caption "How Our Board Governs the Company – Company Insider Trading Prohibitions Policy" of the Proxy Statement. In addition, Motorola Solutions' Insider Trading Prohibitions Policy is filed as Exhibit 19 to this Form 10-K.

Motorola Solutions has adopted a code of ethics, the Motorola Solutions Code of Business Conduct (the "Code"), that applies to all employees, including the Company's principal executive officer, principal financial officer and controller (principal accounting officer). The Code is posted in the Corporate Governance section on Motorola Solutions' Internet website, www.motorolasolutions.com/investors, and is available electronically and without charge by contacting Investor Relations at investors@motorolasolutions.com. Any legally required disclosures regarding amendments to, or waivers from, the Code applicable to executive officers will be posted on our Internet website or disclosed in a Current Report on Form 8-K filed with the SEC. The information contained on or accessible through our website is not incorporated by reference into and is not a part of this Form 10-K.

Item 11. Executive Compensation

The response to this Item is incorporated herein by reference to the information under the captions "How We Determine Director Compensation," "How Our Directors Are Compensated," "Compensation Discussion and Analysis," "Compensation and Leadership Committee Report," "Compensation and Leadership Committee Interlocks and Insider Participation," "Named Executive Officer Compensation," and "CEO Pay Ratio" of the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The response to this Item is incorporated herein by reference to the information under the captions "Equity Compensation Plan Information" and "Security Ownership Information" of the Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The response to this Item is incorporated herein by reference to the information under the captions "Related Person Transaction Policy and Procedures" and "Independence" of the Proxy Statement.

Item 14. Principal Accounting Fees and Services

The response to this Item is incorporated by reference to the information under the captions "Independent Registered Public Accounting Firm Fees" and "Audit Committee Pre-Approval Policies" of the Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) ***1. Financial Statements***

See Part II, Item 8 hereof.

2. Financial Statement Schedules

All schedules omitted are inapplicable or the information required is shown in the consolidated financial statements or notes thereto.

3. Exhibits

Exhibit numbers 10.5 through 10.55 listed in this Exhibit Index are management contracts or compensatory plans or arrangements required to be filed as exhibits to this form by Item 15(b) hereof.

2.1+	Purchase Agreement, dated as of May 27, 2025, by and among Motorola Solutions, Inc., Silvus Technologies Group LLC and Silvus Technologies Holdings Inc. (incorporated by reference to Exhibit 2.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 27, 2025).
3.1	Restated Certificate of Incorporation of Motorola Solutions, Inc., dated May 15, 2024 (incorporated by reference to Exhibit 3.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended June 29, 2024).
3.2	Amended and Restated Bylaws of Motorola Solutions, Inc. effective as of November 17, 2022 (incorporated by reference to Exhibit 3.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on November 18, 2022).
4.1 (a)	Senior Indenture, dated as of May 1, 1995, between The Bank of New York Mellon Trust Company, N.A. (as successor Trustee to JPMorgan Chase Bank (as successor in interest to Bank One Trust Company) and BNY Midwest Trust Company (as successor in interest to Harris Trust and Savings Bank) and Motorola, Inc. (incorporated by reference to Exhibit 4(d) of the Registrant's Registration Statement on Form S-3 filed on September 25, 1995).
4.1 (b)	Instrument of Resignation, Appointment and Acceptance, dated as of January 22, 2001, among Motorola, Inc., Bank One Trust Company, N.A. and BNY Midwest Trust Company (as successor in interest to Harris Trust and Savings Bank) (incorporated by reference to Exhibit 4.2(b) to Motorola, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2000).
4.1 (c)	Indenture, dated as of August 19, 2014, between Motorola Solutions, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on August 19, 2014). Certain instruments defining the rights of holders of long-term debt of Motorola Solutions, Inc. and all of its subsidiaries for which consolidated or unconsolidated financial statements are required to be filed are being omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. Motorola Solutions, Inc. agrees to furnish a copy of any such instrument to the SEC upon request.
4.2	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.2 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2023).
10.1	Amended and Restated Master Separation and Distribution Agreement, effective as of July 31, 2010, among Motorola Mobility Holdings, Inc. (f/k/a Motorola SpinCo Holdings Corporation), Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 2.1 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.2	Amended and Restated Intellectual Property License Agreement, effective as of July 31, 2010, between Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 10.2 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.3	Amended and Restated Exclusive License Agreement, effective as of July 30, 2010, between Motorola Trademark Holdings, LLC and Motorola, Inc. (incorporated by reference to Exhibit 10.3 to Amendment No. 3 to the Form 10 Registration Statement filed on November 12, 2010 by Motorola Mobility Holdings, Inc.).
10.4	Tax Sharing Agreement, effective as of July 31, 2010, among Motorola Mobility Holdings, Inc. (f/k/a Motorola SpinCo Holdings Corporation), Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 10.4 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.5	Motorola Solutions Omnibus Incentive Plan of 2015 (f/k/a the Motorola Omnibus Incentive Plan of 2006), as amended and restated effective May 18, 2015 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 21, 2015).
10.6	First Amendment to the Motorola Solutions Omnibus Incentive Plan of 2015 (f/k/a the Motorola Omnibus Incentive Plan of 2006), as amended and restated effective May 18, 2015 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended September 26, 2020).
10.7	Motorola Solutions Amended and Restated Omnibus Incentive Plan of 2015, effective as of May 17, 2022 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 20, 2022).

10.8 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.11 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.9 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.10 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers from February 14, 2019 to March 9, 2022 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2019).

10.11 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.8 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.12 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.6 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.13 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers from May 6, 2013 to March 9, 2022 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended June 29, 2013).

10.14 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.5 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.15 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.16 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015 for grants from February 15, 2018 to March 9, 2022 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2018).

10.17 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015 for grants from March 9, 2017 to February 14, 2018 (incorporated by reference to Exhibit 10.6 to Motorola Solutions' Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017).

10.18 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2006 for grants from February 3, 2014 to March 8, 2017 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2013).

10.19 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.6 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.20 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.21 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants from March 9, 2017 to March 9, 2022 (incorporated by reference to Exhibit 10.7 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017).

10.22 Form of Motorola Solutions Stock Option Consideration Agreement for grants from February 3, 2014 to March 8, 2017 (incorporated by reference to Exhibit 10.14 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2013).

10.23 Form of Motorola Solutions, Inc. Market Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.10 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.24 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.12 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.25 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Appointed Vice Presidents and Elected Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.26 Form of Motorola Solutions, Inc. Restricted Stock Unit Agreement relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants to Appointed Vice Presidents and Elected Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.27 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Employees on or after March 9, 2023 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.28 Form of Motorola Solutions, Inc. Restricted Stock Unit Agreement relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants to Employees from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.29 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to non-Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.7 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.30 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Messrs. Molloy, Saptharishi, and Winkler on November 11, 2024 (incorporated by reference to Exhibit 10.35 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2024).

10.31 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.32 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.13 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.33 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.15 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.34 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Gregory Q. Brown from March 9, 2015 to March 8, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on March 11, 2015).

10.35 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.16 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.36 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants from March 10, 2022 to March 8, 2023 under the Motorola Solutions Omnibus Incentive Plan of 2015, as amended (incorporated by reference to Exhibit 10.13 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.37 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants from January 4, 2011 to March 9, 2022 under the Motorola Solutions Omnibus Incentive Plan of 2006 (incorporated by reference to Exhibit 10.27 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2010).

10.38 Form of Motorola Solutions, Inc. Market Stock Unit Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.14 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.39 Form of Motorola Solutions Deferred Stock Units Agreement between Motorola Solutions, Inc. and its non-employee directors, relating to the deferred stock units issued in lieu of cash compensation to directors under the Motorola Solutions Omnibus Incentive Plan of 2006, for acquisitions on or after January 1, 2012 (incorporated by reference to Exhibit 10.37 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011).

10.40 Form of Motorola Solutions Deferred Stock Units Award between Motorola Solutions, Inc. and its non-employee directors under the Motorola Solutions Omnibus Incentive Plan of 2006 or any successor plan for grants on or after January 1, 2012 (incorporated by reference to Exhibit 10.40 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011).

10.41 Motorola Solutions Executive Officer Short Term Incentive Plan dated January 17, 2013 (effective January 1, 2013) (incorporated by reference to Exhibit 10.50 to Motorola Solutions' Annual Report on Form 10-K for the fiscal year ended December 31, 2012).

10.42 Motorola Solutions Executive Officer Short Term Incentive Plan Term Sheet (incorporated by reference to Exhibit 10.51 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012).

10.43 Motorola Solutions Long Range Incentive Plan (LRIP), as Amended and Restated February 11, 2021 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2021).

10.44 2023-2025 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 24, 2023 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.45 2024-2026 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 21, 2024 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2024).

10.46 2025-2027 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 25, 2025 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2025).

10.47 Motorola Solutions Management Deferred Compensation Plan (As Amended and Restated Effective as of June 1, 2013) (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on June 5, 2013).

10.48	Motorola Solutions, Inc. 2011 Senior Officer Change in Control Severance Plan, as amended and restated November 13, 2014 (incorporated by reference to Exhibit No. 10.54 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
10.49	Motorola Solutions, Inc. 2011 Executive Severance Plan, as amended and restated November 13, 2014 (incorporated by reference to Exhibit No. 10.55 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
10.50	Arrangement for directors' fees for non-employee directors (description incorporated by reference from the information under the caption "How our Directors are Compensated" of Motorola Solutions Inc.'s Proxy Statement on Schedule 14A for the 2025 Annual Meeting of Shareholders filed on March 27, 2025 ("Motorola Solutions' Proxy Statement")).
10.51	Description of insurance covering non-employee directors and their spouses (including a description incorporated by reference from the information under the caption "How our Directors are Compensated" of the Motorola Solutions' Proxy Statement, and incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended on June 29, 2024).
10.52	Employment Agreement, dated August 27, 2008, by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola, Inc.'s Current Report on Form 8-K filed on August 29, 2008).
10.53	Amendment dated December 15, 2008, to the Employment Agreement dated August 27, 2008 by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit No. 10.50 to Motorola, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.54	Second Amendment, dated May 28, 2010, to the Employment Agreement dated August 27, 2008, as amended, by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola, Inc.'s Current Report on Form 8-K filed on May 28, 2010).
10.55	Third Amendment, dated March 10, 2014, to the Employment Agreement dated August 27, 2008, as amended, by and between Motorola Solutions, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on March 13, 2014).
10.56	Revolving Credit Agreement, dated as of April 25, 2025, among Motorola Solutions, Inc., JPMorgan Chase Bank, N.A., as administrative agent, and the several lenders and agents party thereto (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on April 25, 2025).
10.57+	364-Day Term Loan Credit Agreement, dated as of July 21, 2025, among Motorola Solutions, Inc., the Banks party thereto and Mizuho Bank, Ltd., as Administrative Agent (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on July 21, 2025).
10.58+	Three-Year Term Loan Credit Agreement, dated as of July 21, 2025, between Motorola Solutions, Inc. and Bank of America, N.A., as Administrative Agent and Bank (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on July 21, 2025).
*10.59	Revised and Amended Aircraft Time Sharing Agreement, dated as of October 30, 2025, between Motorola Solutions, Inc. and Gregory Q. Brown.
*19	Insider Trading Prohibitions Policy, effective as of January 1, 2026.
*21	Subsidiaries of Motorola Solutions, Inc.
*23.1	Consent of Independent Registered Public Accounting Firm.
*31.1	Certification of Gregory Q. Brown pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification of Jason J. Winkler pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
**32.1	Certification of Gregory Q. Brown pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
**32.2	Certification of Jason J. Winkler pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97	Motorola Solutions, Inc. Compensation Recoupment Policy, effective as of November 16, 2023 (incorporated by reference to Exhibit 97 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2023).
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Scheme Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

+ Schedules and exhibits to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

* Filed herewith

** Furnished herewith

(b) ***Exhibits:***

See Item 15(a) 3 above.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

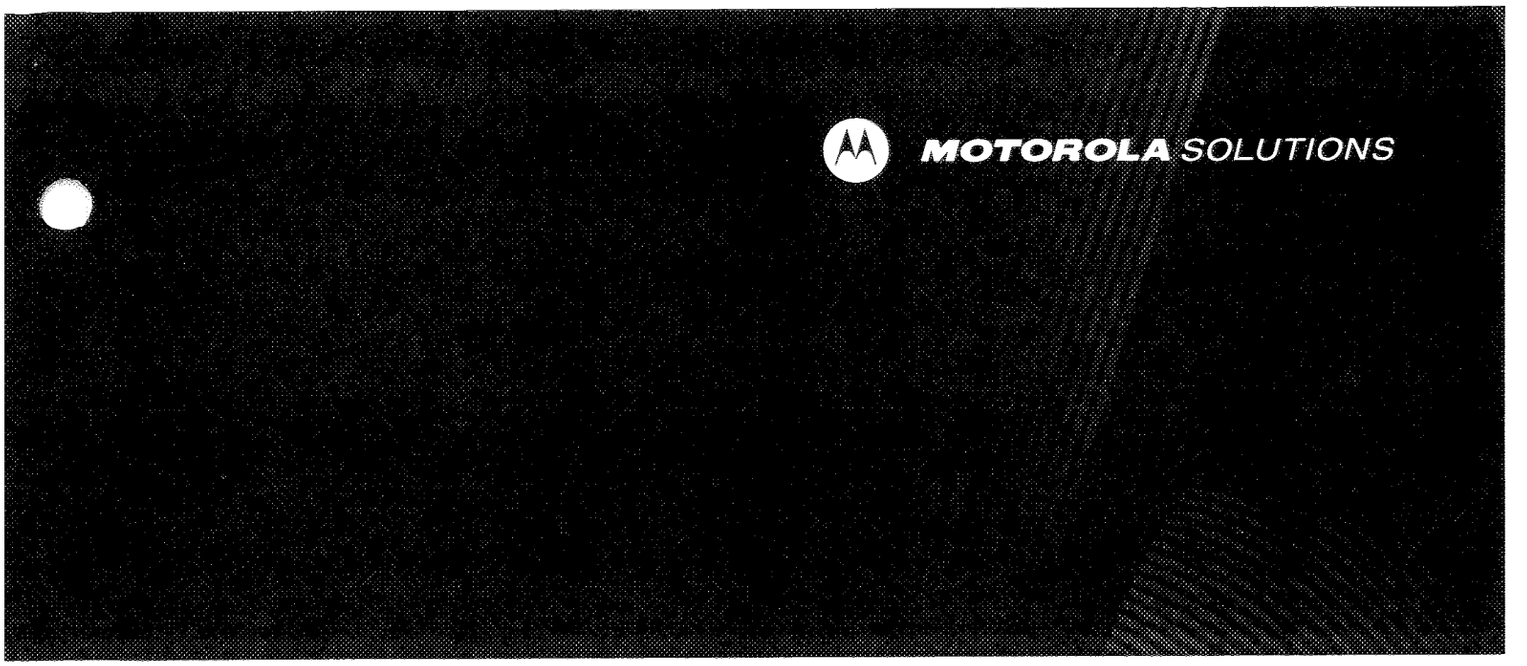
MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN
Gregory Q. Brown
Chairman and Chief Executive Officer

February 12, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	*Title*	*Date*
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 12, 2026
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 12, 2026
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 12, 2026
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 12, 2026
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 12, 2026
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 12, 2026
/S/ MARK E. LASHIER Mark E. Lashier	Director	February 12, 2026
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 12, 2026
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 12, 2026
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 12, 2026



Proposal

County of Nassau State of New York

Radio Maintenance and Repair

Bid Number 28760-06195-141

June 19, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc. All rights reserved.

PS-000196953

Motorola Solutions, Inc.
123 Tice Boulevard Suite 202
Woodcliff Lake, NJ 07677

June 19, 2025

Mr. Timothy Funaro
Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

Subject: MAINTENANCE FORMAL SEALED BID 28760-06195-141

Dear Mr. Funaro,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Nassau County, NY with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides:

RADIO SYSTEM MAINTENANCE AND REPAIR

This proposal consists of this cover letter, description of offering, and relevant pricing together with its Exhibits, including all clarifications and exceptions, and is contingent upon the Motorola Customer Agreement and its exhibits (collectively the "MCA") or a negotiated version thereof. This proposal shall remain valid for 120 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement or Purchase Order. Any questions may be directed to your Motorola Account Executive, Matt Tannenbaum, Account Executive, at 212-629-1794.

We thank you for the opportunity to furnish Nassau County, NY with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Roy Kirchner
MSSSI Vice President

Table of Contents

Section 1 Motorola Responses

Section 2 Exceptions and Clarifications

Section 3 Motorola Terms and Conditions

A detailed table of contents is provided within each section.

MOTOROLA SOLUTIONS

Section 1

Motorola Responses

Radio Maintenance and Repair **June 19, 2025**

County of Nassau State of New York

Bid Number 28760-06195-141

Motorola Responses

Section 1 Motorola Responses 3

Section 1

Motorola Responses

Motorola Solutions (Motorola) responses are on the following pages.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 28760-06195-141 Dated: Ad. 05/29/2025 BID OPENING DATE June 19,2025 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

OFFICE OF PURCHASING
JUL 15 2025
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **Radio Maintenance and Repair**

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Various Nassau County Locations	**GUARANTEED DELIVERY DATE** 1 **DAYS AFTER RECEIPT OF ORDER** **EMPLOYERS FEDERAL TAX ID NUMBER** 36-1115800

TOLL FREE TELEPHONE NUMBER: 1-800-422-4210
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Motorola Solutions, Inc.			
ADDRESS 123 Tice Blvd, Suite 202			
CITY Woodcliff Lake	**STATE** NJ	**ZIP CODE** 07677	**TELEPHONE** 201-949-5503
SIGNATURE OF AUTHORIZED INDIVIDUAL		Roy Kirchner Vice President, Northeast Region **PRINT OR TYPE NAME OF SIGNER AND TITLE**	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Motorola Solutions, Inc.

Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

Telephone No: 201-949-5503 Fax No: 201-949-5799

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

T JASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors. *SEE ATTACHED DOCUMENT *

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

QUALIFICATION STATEMENT

BIDDER'S NAME: Motorola Solutions, Inc.

ADDRESS: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT See attached list of officers and board of directors
   VICE PRESIDENT Motorola will not disclose the personal addresses of its officers and board of directors.
   SECRETARY See also page 29 and 112 of 10-K
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? Annually

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 14 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? _____
   IF SO, WHERE AND WHY? No, see clarification statement

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   Telecommunications, networks

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Jesse Olson	FSO manager	8 years	radio system public safety	tech manager
Americo Otero	Sr tech	32 years	radio systems public safety	tech
Dave Crescenzo	System manager	35 years	radio systems public safety	system manager

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Motorola technicians maintained the current County system for over 30 years.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

Vice President, Northeast Region
TITLE

9. HE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dave Crescenzo, System Manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Massachussets State Police
   ADDRESS: 470 Worcester Road, Framingham, MA 01702

TELEPHONE: 617-780-4845 CONTACT PERSON Matt Barstow
CONTRACT DATE: March 2001

2. REFERENCE'S NAME: Connecticut State Police
   ADDRESS: 111 Country Club Road, Middletown, CT 07457

TELEPHONE: 860-888-1285 CONTACT PERSON Clayton Northgraves
CONTRACT DATE: January 2000

3. REFERENCE'S NAME: Morris County Department of Public Safety
   ADDRESS: P.O. Box 900, Morristown, NJ 07963

TELEPHONE: 973-285-2945 CONTACT PERSON Dennis Snyder
CONTRACT DATE: January 2001

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

Vice President, Northeast Region
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 W. Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices, zip code)
(847) 576-5000
Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class			Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	$0.01	Par Value	MSI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 28, 2024 (the last business day of the registrant's most recently completed second quarter) was approximately $56.3 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 7, 2025 was 166,936,952.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its 2025 Annual Meeting of Shareholders (the "Proxy Statement"), to be filed within 120 days of the end of the fiscal year ended December 31, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K (this "Form 10-K").

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 14, 2025 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 64; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 42; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021; and North America Distribution Finance Director from May 2018 to July 2020.

John P. "Jack" Molloy; age 53; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 52; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 53; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 56; Senior Vice President, General Counsel since February 1, 2023; Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023; and Corporate Vice President, Lead Counsel, Commercial Law, Litigation & Antitrust from May 2019 to April 2020.

Mahesh Saptharishi; age 47; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 50; Executive Vice President and Chief Financial Officer since July 1, 2020 and Senior Vice President, Finance from September 2018 to June 2020.

Cynthia M. Yazdi; age 60; Senior Vice President, Communications & Brand since February 2, 2022; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2025 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN
Gregory Q. Brown
Chairman and Chief Executive Officer

February 14, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	*Title*	*Date*
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 14, 2025
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 14, 2025
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 14, 2025
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 14, 2025
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 14, 2025
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 14, 2025
/S/ CLAYTON M. JONES Clayton M. Jones	Director	February 14, 2025
/S/ JUDY C. LEWENT Judy C. Lewent	Director	February 14, 2025
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 14, 2025
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 14, 2025
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 14, 2025

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

[X] By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR *We are not on the list, attached hereto for your reference.

[ ] I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6.18.25

(Signature of Bidder)

Print Name: Roy Kirchner

Print Title: Vice President, Northeast Region

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

NEW YORK STATE | Office of General Services

ATHY HOCHUL
Governor

JEANETTE M. MOY
Commissioner

Entities determined to be non-responsive bidders/offerers pursuant to The New York State Iran Divestment Act of 2012

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1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import-Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Zhuhai Zhenrong Co.

List Date: April 15, 2025

For more information you may call: (518) 474-5988 or email: NYSIranDivestmentAct@ogs.ny.gov

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 by such title 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, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/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 C[illegible]ctor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore 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 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,

re[illegible]cement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not in[illegible]e 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

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

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

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of M ity 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.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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 pre rences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or si j. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

1) 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;
2) 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;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) 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 under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

N : INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

IS A MINDSET

At Motorola Solutions, inclusion is a mindset, and diversity is an outcome. Inclusion is a core company value and we know it is an innovation-driver that helps us deliver the technology our customers depend on and embrace the belief that our differences make us a stronger team. We have 18,000 employees in over 60 countries and 100,000 customers in over 100 countries. We pride ourselves on a diverse culture that allows our employees to bring their authentic selves to work and enables us to drive results.

SUPPLIER DIVERSITY INTRODUCES CREATIVITY AND INNOVATION

Beyond compliance, we recognize that a business supplier base introduces agility, creativity and innovation into the technology and solutions we deliver to our customers around the world. Our Global Supplier Diversity Statement establishes the commitment behind our actions to proactively identify inclusive businesses whose contribution will create value to our business and drive economic impact within the communities we serve.

"As a global company, we not only embrace and value diverse individuals, opinions, cultures and abilities, but we also actively seek them. It is the unique perspectives and experiences of our employees that enable Motorola to pioneer so many innovative products and technologies." – Greg Brown, Chairman and CEO

"The value of having an inclusive supply chain has become increasingly important for Motorola Solutions as we continue to expand our global diversity and inclusion footprint. As advocates for business diversity, our Supplier Diversity organization is laser-focused on our commitment to ethical best practices that maximize inclusive opportunities for suppliers." - Tiffany Blocker, Global Head of Supplier Diversity

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MOTOROLA SOLUTIONS' COMMITMENT TO AN INCLUSIVE SUPPLY CHAIN

Global Supplier Diversity Policy

Our commitment to providing economic opportunities to our business suppliers, remains steadfast. By leveraging our buying power intentionally and inclusively, we drive competitive advantage for our business, promote positive economic growth in the communities we serve and remain committed to our overall responsibility as a global corporate citizen. Supplier diversity is an extension of our business strategy to drive diversity, equity, and inclusion, economic impact in the communities we serve and alignment with our mission of corporate responsibility.

Seeking Diverse Suppliers

Our commitment is to maximize the participation of our business suppliers through a transparent and inclusive selection process. We have key strategies in play, such as supplier outreach and inclusive-centric corporate memberships, to demonstrate our best-faith effort for intentionally utilizing qualified suppliers that are not only certified as small but also those business suppliers owned by Minorities, Indigenous People, Veterans, Women, LGBTQ+, and/or People with Disabilities.

We aim to reach our goal by:

- **Active participation** - intentionally and continually expanding our network of business suppliers through aggressive outreach activities
- **Training and Education** – helping to ensure that associates in decision-making positions throughout our organization understand Motorola Solutions supplier diversity principles and commitment.
- **Second Tier Program** – working with MSI prime suppliers to achieve supplier diversity at multi-tiered levels within our value chain.

RESPONSIBILITIES

Motorola's Supplier Diversity organization is responsible for leading and providing assistance for activities related to the identification and utilization of business suppliers, disseminating information on available business opportunities, and ensuring that such businesses are provided an equal opportunity to bid on goods or services purchased or contracted. We will exercise good faith efforts on our goals and our commitments to our customers.

QUALIFYING DIVERSE AND SMALL SUPPLIERS

To be categorized as a Diverse Supplier, a business must be at least 51% owned, controlled, and operated by member(s) from one of the following groups (subject to local requirements):

- Disabled-Owned Business Enterprise (DOBE)
- LGBT-Owned Business Enterprise (LGBTBE)
- Minority-Owned Business enterprise (MBE): African American/Black, Hispanic/Latinx, Native American, Asian descent, and/or Aboriginal
- Veteran-Owned Business Enterprise (VOBE)
- Women-Owned Business Enterprise (WBE)
- Indigenous People

Small Suppliers must meet business size criteria established by their country standards. In the US, these are established by the Small Business Administration

PARTNERSHIPS

Motorola Solutions is a proud partner of the following organizations in support of our supplier diversity efforts:

- National Gay and Lesbian Chamber of Commerce – Founding Corporate Partner (NGLCC)
- Disability:In
- Minority Supplier Development Council United Kingdom (MSDUK)

CONTACT INFORMATION

Motorola Solutions Supplier Diversity Team
supplier.diversity@motorolasolutions.com

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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: 04/15/2025

1) Proposer's Legal Name: Motorola Solutions INC

2) Address of Place of Business: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/ Territory: NJ Zip/Postal Code: 07677

Country: US

3) Mailing Address (if different): 123 Tice BLVD

City: woodcliff lake State/Province/ Territory: NJ Zip/Postal Code: 07677

Country: US

Phone: (212) 629-1794

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

Dun and Bradstreet number: 00-132-5463

Federal I.D. Number: 36-1115800

The proposer is a: Corporation (Describe)

Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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 conflicts exist

(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 conflicts exist

(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 conflicts exist

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.

Motorola Solution's Inc's employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section available upon request.

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 [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/04/2011

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.

See 10-K

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

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iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

21000

vi) Annual revenue of firm;

10000000000

vii) Summary of relevant accomplishments

See 10-k

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

Indicate number of years in business.

14

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

see 10-k

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	Massachusetts State Police		
Contact Person	Matt Barstow		
Address	470 Worcester Road		
City	Framingham	State/Province/Territory	MA
Country	US		
Telephone	(617) 780-4845		
Fax #			
E-Mail Address	matthew.barstow@massmail.state.ma.us		

Company Connecticut State Police

Contact Person	Clayton Northgraves		
Address	111 Country Club Road		
City	Middletown	State/Province/Territory	CT
Country	US		
Telephone	(860) 888-1285		
Fax #			
E-Mail Address	clayton.northgraves@ct.gov		

Company	Morris County DPS		
Contact Person	Dennis Snyder		
Address	PO BOC 900		
City	Morristown	State/Province/Territory	NJ
Country	US		
Telephone	(973) 285-2945		
Fax #			
E-Mail Address	dsnyder@co.morris.nj.us		

I, Matt Tannenbaum , 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, Matt Tannenbaum , 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: Motorola Solutions Inc

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

Account Exec
Title

04/15/2025 11:05:32 am
Da

Business History Form

A. The Proposer, Motorola Solutions, Inc., is not an individual for purposes of completing the Business History Form and supplements its prior response with the following information:

i.) Date of Formation:

Galvin Manufacturing Corporation was incorporated on September 25, 1928 as an Illinois corporation. Its name was changed to Motorola, Inc. on May 15, 1947. On May 18, 1973, it was merged into its wholly-owned subsidiary, Motorola Delaware, Inc., a Delaware corporation, with the latter corporation being the surviving corporation. The name of Motorola Delaware, Inc. was changed to Motorola, Inc. on May 18, 1973. Motorola Delaware, Inc. was incorporated in Delaware on March 9, 1973. Name changed to Motorola Solutions, Inc. effective January 4, 2011.

ii.) Name, addresses and position of all persons having a financial interest in the company, including shareholders, members, general or limited partnership.

Motorola Solutions, Inc. ("Motorola") is a publicly traded corporation (NYSE Symbol "MSI") with hundreds of thousands of shareholders and, as such Motorola is unable to provide specific information on all owners nor does Motorola make any representations or certifications on behalf of its shareholders.

iii.) Name, address and position of all Officers and Directors of the Company:

See attached document for the list of Officers and Directors of Motorola Solutions, Inc. and their respective titles. Motorola does not provide the addresses of its Officers and Directors as that information is considered Personally Identifiable Information. Company HQ address: Motorola Solutions, Inc., 500 West Monroe, Chicago, Illinois USA

iv.) State of Incorporate (if applicable): Delaware

v.) The number of employees in the firm: 17,000 Globally

vi.) Annual revenue of firm:

Revenue and other financial information can be found in its 10K at the link provided. Motorola will provide an entire copy of the 10k upon request.
https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm.

vii.) Summary of Accomplishments:

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has been a trusted partner in Nassau County for over 30 years. Under the previous maintenance contract, Motorola Solutions supports all communications for the Nassau County Police Department. Motorola Solutions has successfully implemented projects for Nassua County in excess of 50M. Copies of all state and local licenses and permits: see attached.

B. Indicate number of years in business.
91 years (since date of formation).

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

Motorola provides maintenance and support services for over 10,000 radio systems world-wide.

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

2. Entity's Vendor Identification Number: 36-1115800

3. Type of Business: Public Corp (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):

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List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list
e individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing
is section.
none, explain.
tached List

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

attached

(s) uploaded: MSI subs.JPG

all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."
rm "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or
e a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,
ng but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but ar



Gregory Q. Brown

Chairman and Chief Executive Officer, Motorola Solutions, Inc.



Kenneth D. Denman

Lead Independent Director of the Board, Motorola Solutions, Inc. and Managing Director, Sway Ventures



Nicole Anasenes

Former Chief Financial Officer and Senior Vice President, Finance, ANSYS



Dr. Ayanna Howard

Dean of the College of Engineering, The Ohio State University



Clayton M. Jones

Former Chairman, Chief Executive Officer and President, Rockwell Collins



Judy C. Lewent

Former Executive Vice President & Chief Financial Officer, Merck & Co.



Elizabeth Mann

Executive Vice President and Chief Financial Officer of Verisk



Gregory K. Mondre

Co-CEO and Managing Partner, Silver Lake



Joseph M. Tucci

Chairman of Bridge Growth Partners. Former Chai
Chief Executive Officer, EMC Corporation

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 14, 2025 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 64; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 42; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021; and North America Distribution Finance Director from May 2018 to July 2020.

John P. "Jack" Molloy; age 53; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 52; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 53; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 56; Senior Vice President, General Counsel since February 1, 2023; Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023; and Corporate Vice President, Lead Counsel, Commercial Law, Litigation & Antitrust from May 2019 to April 2020.

Mahesh Saptharishi; age 47; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 50; Executive Vice President and Chief Financial Officer since July 1, 2020 and Senior Vice President, Finance from September 2018 to June 2020.

Cynthia M. Yazdi; age 60; Senior Vice President, Communications & Brand since February 2, 2022; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2025 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN
Gregory Q. Brown
Chairman and Chief Executive Officer

February 14, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	*Title*	*Date*
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 14, 2025
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 14, 2025
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 14, 2025
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 14, 2025
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 14, 2025
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 14, 2025
/S/ CLAYTON M. JONES Clayton M. Jones	Director	February 14, 2025
/S/ JUDY C. LEWENT Judy C. Lewent	Director	February 14, 2025
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 14, 2025
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 14, 2025
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 14, 2025

LISTING OF MAJOR SUBSIDIARIES

2/5/2024

EXHIBIT 21

Motorola Solutions Australia Pty. Limited	Australia
Motorola Solutions Connectivity, Inc.	California, U.S.
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Quorum II S.A.	Chile
Advance Convergence Group, Inc.	Delaware, U.S.
Avigilon USA Corporation	Delaware, U.S.
AVO USA Holding 2 Corporation	Delaware, U.S.
Envysion, Inc.	Delaware, U.S.
Kodiak Networks, Inc.	Delaware, U.S.
Motorola International Network Ventures, Inc.	Delaware, U.S.
Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Motorola Solutions Video Manufacturing, Inc.	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Openpath Security Inc.	Delaware, U.S.
Pelco, Inc.	Delaware, U.S.
Rave Wireless, Inc.	Delaware, U.S.
VaaS International Holdings, Inc.	Delaware, U.S.
Vigilant Solutions, LLC	Delaware, U.S.
WatchGuard Video, Inc.	Delaware, U.S.
Airwave Solutions International Limited	England and Wales
Airwave Solutions Limited	England and Wales
Ava Security Limited	England and Wales
Guardian Digital Communications Limited	England and Wales
Motorola Solutions International Holding Limited	England and Wales
Motorola Solutions UK Acquisition Company Limited	England and Wales
Motorola Solutions UK Holding One Limited	England and Wales

Motorola Solutions UK Limited	England and Wales
Motorola Solutions UK One LP	England and Wales
Airwave Solutions Deutschland GmbH	Germany
Motorola Solutions Germany GmbH	Germany
MVConnect, Inc.	Illinois, U.S.
Tetra Ireland Communications Limited	Ireland
Motorola Solutions Israel Limited	Israel
Motorola Solutions Japan Limited	Japan
Motorola Solutions Malaysia Sdn Bhd	Malaysia
IPVideo Corporation	New York, U.S.
Avtec, LLC	South Carolina, U.S.
Twisted Pair Solutions, Inc.	Washington, U.S.

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 [X]

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

none

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

none

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

none

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:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 04/15/2025 10:46:38 am

Title: AE

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 de ination 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.

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: *NA-See statement below question 13 on page 4 of 5.
Date of birth: _____
Home address: _____
City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____
Country: _____

Business Address: _____
City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____
Country _____
Telephone: _____

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	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

Type _____
Description _____
Start Date _____

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?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.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

***N/A--Instructions specifically state "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". Motorola clarifies that its 10%+ shareholders do not include officers or individuals (the only two are Vanguard, an investment advisor company, and BlackRock, a global investment management company).**

I, matt Tannenbaum , 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, matt Tannenbaum , 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.

Motorola Solutions Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

Account Exec

Title

05/01/2025 08:53:56 am

Date

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 04/11/2025 11:54:18 am

Vendor: Motorola Solutions Inc

Title: AE

Rev. 3-2016

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract
document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **two-way radio maintenance and repair** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

A RD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 1 (One) **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF AIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

Vice President, Northeast Region
TITLE

I :BY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****************************VENDOR CLAIM CERTIFICATION*************************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices ch ged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, tr and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name **Date**

By Signature **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD:_____

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: _____ DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
120 days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, fi , composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: _____
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

*See Clarification

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED N/A - service bid DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ Vice President, Northeast Region _____

Signature **Title** **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial st- 'ng, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that no- ..g in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

N COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 18 day of June, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

P tial Contractor: Motorola Solutions, Inc.

Address: 123 Tice Blvd

Street: Suite 202

City, Town, etc: Woodcliff Lake, NJ 07677

Telephone: 201-949-5503 Title: Vice President, Northeast Region

If applicable, responsible Corporate Officer

Name Roy Kirchner Title Vice President, Northeast Region

Signature: Roy K

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Roy K **BIDDER**

Vice President, Northeast Region **TITLE**

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 6.18.25

Signature: _____

Name: Roy Kirchner

Title: Vice President, Northeast Region

Contractor Name: Motorola Solutions, Inc.

Contractor Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

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BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

G RAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bi s **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county ch ter, inter-governmental agreements, agreements with state or local public authorities or agreements with local de opment corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, se e contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. This time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor

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BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. . ..st-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

S iving Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the La also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

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

Vice President, Northeast Region

The chief executive officer of the Contractor is:

Roy Kirchner (Name)

123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677 (Address)

201-949-5503 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wa Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to se ion 9 of the Law. In the event that the contractor does not comply with the requirements

o[illegible]he Law or obtain a waiver of the requirements of the Law, and such contractor e[illegible]blishes 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

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:

_____

_____

_____

_____

_____

_____

_____

_____

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action __X__ has _____ 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:

MSI discloses all material litigation in its Annual and Quarterly reports filed with the United States Securities and Exchange Commission. The Annual Report on Form 10-K, as filed with the SEC for the fiscal year ended December 31, 2024, and any subsequent Quarterly Reports on Form 10-Q, contain a description of litigation considered to be material in accordance with the public disclosure requirements of the SEC. Because the Annual Report and Quarterly Reports contain only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which MSI or its subsidiaries are presently involved. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, http://investors.motorolasolutions.com/financials.cfm."

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

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

6/18/25
Dated

Signature of Chief Executive Officer
Vice President, Northeast Region

Roy Kirchner
Name of Chief Executive Officer
Vice President, Northeast Region

Sworn to before me this

18 day of June, 2025.

Christina Albanese
Notary Public



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BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the C- -ractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable fo -nd must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever greater", or similar language.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region

BIDDER **TITLE**

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____for an appointment to visit the site.

Estimated Annual Usage Approximately $3,500,000.00

Subject to prevailing wage: Use electrician rate for all voice and data work

Specifications and pricing

Additional locations and like equipment and services can be added to this blanket order by mutual agreement.

Specifications/Pricing:

I **Two Way Radio & Mobile Data Maintenance and Repair**

A. The County of Nassau (hereinafter call the County) represented by the Deputy Commissioner of Shared Services, and the individual partnership, joint venture, or corporation named above (hereinafter called the Contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

Contract is divided into Plan A and Plan B as follows:

Plan "A" preventative maintenance Service (PMS)
Plan "A" repair service Response (RSR) and Technical Systems Support (TSS)
Plan "B" Extra costs, Time and Materials

I work must be performed with Motorola trained technicians and factory authorized service partner. In addition to having factory-trained technicians, each technician working on any transmitter or receiver equipment must have a valid FCC License.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Vice President, Northeast Region
BIDDER **TITLE**

A technician working on the system must hold training certificates or certifications where required on all technologies associated with the County of Nassau radio system equipment. Technicians must be certified in the following:

In the management, maintenance, repair and configuration of the Motobridge line of products
In the management, maintenance, repair and configuration of the MCC7500 console system
In the management, maintenance, repair and configuration of the ASTRO 25 7.X Core and Database as it relates to the MCC7500 console system
In the management, maintenance, repair and configuration of the NICE Playback Stations
In the management, maintenance, repair and configuration of the MOSCAD system
In the management, maintenance, repair and configuration of the Aviat Constellation and True Point microwave system
In T1 Link Verification
In the management, maintenance, repair and configuration of Windows Based PC's
In Antenna Systems Analysis using the appropriate FDR hardware
Certified Electronics Technicians Certification
In the management, maintenance, repair and configuration of Mobile Data terminals and supporting RF equipment including the RNC and radio IP
In the management, maintenance, repair and configuration of the Quantar base radio
In the management, maintenance, repair and configuration of the MSF5000 base radio
In the management, maintenance, repair and configuration of the Motorola Network Transport Infrastructure
Cisco Network + certified
Radio IP Software
Understand subscriber trunking and fleetmapping
Must be proficient and have the following skill sets in the development and implementation of the subscriber talk groups and code plugs

TWO WAY RADIO & MOBILE DATA MAINTENANCE AND REPAIR (cont.)

4. All bidders shall demonstrate the capability of servicing systems similar in scope/complexity of the Nassau County Police Department's, therefore the Police Department is requesting all bidders supply a reference list of at least three (3) other current systems being maintained for at least five (5) years that include the following components:

   - RNC
   - Motobridge
   - Radio IP
   - NICE Logging Recorder
   - Digitac Comparators
   - Quantars
   - Aviat Microwave
   - MCC7500 Consoles
   - MOSCAD
   - Mobile Data Terminals (VRMs)
   - Maintain, repair and implement preventative maintenance schedules for the following site equipment:
     - HVAC (BARD)
     - UPS
     - Generac, Kohler or any other Generators utilized by the County

5. It is the intent of this specification to describe the minimum requirements set forth by the Nassau County Police

Department for radio system and mobile data maintenance, upgrades and repair of the existing communications network. Nassau County Police Department is interested in a vendor that will provide comprehensive system wide support for the current ASTRO 25 system and maintain the system at a high level of support and extend the useful life of the network. In addition to repairing broken components of the system, the successful bidder must provide the following capabilities to support the ASTRO 25 system with an equivalent level of functionality:

i. A toll free number to request dispatch for service
ii. Monthly performance reports
iii. Failure analysis
iv. Technical support for questions
v. Board repair and exchange programs for infrastructure components
vi. On-site field engineering support
vii Onsite Field management support
viii. Customer service support
ix Preventative maintenance as described in the specifications
x Escalation process for mitigation of system problems
xi Provide a complete package of hardware, software and implementation services
xii Live network updates performed with minimal interruption to system operations.
xiii Software/hardware upgrades to latest version applicable to maintain the current maximum efficiency of the Astro 25 system and support required existing functionality.
xiv Next day delivery of Motorola manufactured parts during catastrophic system failures
xv 7x24 onsite support during major storms , deployment of cells on wheels (COW) and generators in event of infrastructure failures

6. Potential bidders are invited to review the current inventory of equipment. Failure to be aware of all infrastructure components and field equipment shall not be cause to charge the County for extra repairs.

7. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis. Modifications during this time frame may or may not have a direct financial impact on this contract.

8. If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional. All parts utilized for repairs must meet or exceed the manufacturers specifications and not void any warranty

II. PLAN "A" PREVENTATIVE MAINTENANCE

Plan "A" - PREVENTATIVE MAINTENANCE SERVICE (PMS) shall include the following:

1. Regular scheduled inspection and maintenance service calls as per Manufacturer's specifications.

2. The service calls shall be for the purpose of maintaining the Radio systems at optimum working conditions by replacement of all defective components where necessary and/or such adjustments, network adjustment, and labor as

required. All related equipment and services that support the radio system regarding the functioning of radio equipment at each site.

3. Contractor shall include subscriber preventative maintenance on an annual basis. The following shall be performed: Check power out, deviation, batteries, antennas, speaker mics and installs latest software version if needed on all Mobile and Portable equipment. Confirm that all vehicle equipment serial numbers match with radio office database.

4 If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional.

SYSTEM INFRASTRUCTURE

System infrastructure to include all system software/hardware updates and equipment; Radio Base Stations, Site controllers, Comparators, Routers, LAN switches, Servers, PC Workstations, Dispatch consoles, Logging equipment, Network management terminals, Network Fault Management (NFM) products, Network security device-such as firewalls and intrusion detection sensors, associated peripheral infrastructure software, receivers, microwave related equipment, combiners, duplexers, amplifiers, preamps, and update hardware versions and/or replacement hardware required necessary to support computer equipment to maintain equivalent level of functionality. The system infrastructure refreshes must include: Data System, which incorporates 2 Radio Network Controllers and GTR 8000 Base and Site Controllers, GCM 8000 Comparators, MCC75000 Console Operator positions, STR 3000 Base Stations, Quantar Base Stations, ASTROTAC Comparators, PSC 9600 Site Controllers, PBX Switches for telephone connect NFM.NFM.MOSCAD RTU and receivers-conventional, Digitac system and 19,200 baud RD-Lap protocol if still in use.

Infrastructure repairs to include cabling, antenna replacements and labor.

To Include, but not Limited to, All Radio Communications Equipment at the following locations:

i. Precincts, PD Community Centers
ii. Bellmore Facility (including all commands there within)
iii. Headquarters complex located at Westbury and (Mineola back up center or future location if relocated)
iv. Marine Bureau
v. Bethpage Facility (including all commands there within)
vi. VHF Transmitter – Air/Marine
vii. M.R.D. Mobile Radio District transmitters and receivers
viii. County-wide and Statewide System
ix. All other VHF frequencies licensed to the County
x. Medical Control (located at NUMC and EAB)
xi. Public Safety Center (Westbury)
xii. Policing Centers

II. PLAN "A" PREVENTATIVE MAINTENANCE (cont.)

5. Field Visits for preventative maintenance for Portables/Mobile Radios/In-Vehicle computers with associated peripherals/Mobile & Portable charging units and associated antenna network and hardware are to be accomplished by Motorola trained technicians and PMS forms to be completed for all units on an annual basis at each of the following: Precincts, Policing Centers, Highway Patrol Bureau, Emergency Services Bureau, Bureau of Special Operations, Air/Marine Bureau, Emergency Ambulance Bureau, Training Academy and the Detective Bureau. The successful contractor will be required to submit a schedule to accomplish all preventative maintenance on the above-described equipment to be performed annually. A form supplied by the County shall be completed for each piece of equipment that is tested.

6. Maintenance and calibration test equipment (based on manufacturer's recommendations) must be provided for all utilized County equipment. Preventative Maintenance Service to include the system replacement of all parts, as needed, including antennas, antenna mounts, lines, and cabling.

SERVICE RECORDS

The following service records shall be provided:

1. Monthly subscriber unit service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service
2. Monthly emergency service activity, including failure type, corrective action taken, and time required to restore service.
3. The results of preventative maintenance tests and inspections shall be provided within 30 days of completion.
4. Monthly 5 Nine's Report of system performance

Contractor will be required to document site visits, report any discrepancies in equipment operation and describe corrective action taken, and generate monthly PMS reports for each site on forms supplied by the County.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS)

1. Two-Way Radio:

Service for this system shall include the use of remote diagnostics from a systems service center capable of localizing the

p: m and dispatching the appropriate personnel for failure resolution. A board exchange program shall also be included to expedite repair and minimize system downtime.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

2. If damage caused to antennas and cables are found to be the result or cause of inadequate/faulty system maintenance it will be covered under this agreement.

3. Service to infrastructure equipment will be subject to a two (2) hour response time, twenty-four (24) hours a day, seven (7) days a week including all Saturdays, Sundays and Holidays.

4. 8 Hour Service Normal Business Hours 8:30 AM – 5:00 PM -5 Days a Week — Drive In Service Normal Business Hours 7:00 AM - 7:00 PM)

Mobile Radios, VRM's MDT's, ML/MW Series In-Vehicle Computers and related accessories, In-Vehicle Battery Chargers and any other Motorola/or the possibility of other P25 manufactured mobile radio equipment and

i. associated peripherals installed in Precinct Patrol Units, Highway Patrol Bureau Vehicles, Emergency Ambulance Bureau, Bureau of Special Operations, all Marine Radios and Motorola Radios installed in Boats and Helicopters and any vehicles equipped with Motorola equipment not covered in the above paragraph.
ii. Service to include repair of all equipment and includes speakers, lines, microphones, computer keyboard , cables, antennas, control heads, scanners, and related equipment and any and/or all parts and accessories attached to or used as part of the installation of the above equipment. This service shall include any damage due to normal wear and tear.
iii. Service shall be provided at a site located within Nassau County. This site may be either provided by the County or the County may, at its discretion, require the Contractor to supply such a site.

5. Portables:

i. All current Motorola Portable Radios XTS2500, XTL1500, HT750, APX7000, APX8000 , and (upon expiration of warranty) any other new-Portable radio equipment regardless of Manufacturer, but P25 Compliant, which shall be purchased during the life of this contract. This service shall include factory direct next day air shipping with 10 days turnaround time. Repairs shall consist of all needed parts.
ii. Service shall include single and six-unit chargers and other ancillary equipment.

Service, maintenance, replacement and repairs must be provided for the following items:

(i) Safety equipment at all sites to include Eye Wash Stations where required
(ii) UPS System and UPS batteries

Fixed site Equipment (Generators and HVACs)

III. PLAN "A" – REPAIR SERVICE RESPONSE AND SUPPLIED TECHNICAL SYSTEMS SUPPORT (TSS) cont.

7. Installations and Removals of Vehicular Equipment:

The successful contractor shall provide onsite technician for the installation and removal of all vehicular equipment. Vehicular equipment includes but not limited to:

i. Dash mount vehicular radios
ii. Trunk mount vehicular radios
iii. Vehicular charging units
iv. Vehicular radio modems
v. In-Vehicle computers (Panasonic Toughbooks /810s and all future model computers)

Contractor will be responsible for the replacement of all installation hardware and accessories (i.e. wiring harnesses, antennas, and mounting hardware) that requires replacement due to normal wear and tear.

vi. All related ancillary equipment

9. Provide service, response and reporting for all third party issues related to the radio system operation.

III. PLAN "A" – REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

ii. Provide Onsite Support Requirements:

a. Provide Onsite Support for Mobile Data Equipment and Related Hardware at a Nassau County Facility.
b. Complete repairs or replacement within 2 hours.
c. Escalate any issues using a vendor supplied call management system.
d. Track all repairs and equipment replacement using a vendor supplied tracking system.
e. Complete one preventive maintenance (PM) on each Mobile Data Vehicle once every two years.
f. Support Spares Inventory.

iii. Provide Tracking System:

a. Track All Nassau County Supplied Assets (test equipment) Identified under this contract.
a. Provide Custom Reports to Nassau County.

iv. Provide Customer Support Manager and onsite dedicated System Manager and onsite Customer Support :

a. Support Nassau County with all issues related to the Maintenance Contract.
b. Attend Scheduled Customer meetings.
c. Provide Monthly Reports on the operations, status of equipment and all related equipment issues.
d. Work with third party vendors to install and support necessary communications applications.

v. The support program is to cover all elements of the in-vehicle mobile technology. To include:

1. The MW810, XTL2500, APX8500 and related accessories such as keyboards & displays, provide first echelon support for current Panasonic Toughbooks as well as future models, Charge Guard Power Management Device, Pentax printer.
2. Cables and connector.

3. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis by both parties. Modifications during this time frame may or may not have a direct financial impact on this contract.

IV. PLAN "A" ON-HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S.

1. **Fixed End Infrastructure**

i. Microwave Equipment sites including: Harris Constellation Microwave Receivers and Transmitters (Main/Standby), Associated Fixed Site Equipment. (Dehydrators)------(2)
ii. Digi-TAC Comparators---------- (7)
iii. Quantar's----------(24)
iv. VAC Bard Air Conditioner Units (Located at East Hills & Mineola Sites)--------(2)
v. MCC7500 Consoles----------(3)
vi. NICE Logging Recorder Systems----------(2)
vii. RNC----------(2)
viii. Radio IP Software----------(1)
ix. Infrastructure Batteries –UPS/Microwave/Generator replacement with disposal
x. CTI –Voting Display/Equipment----------(3)

IV. PLAN "A" ON-HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S. (cont.)

Radio Equipment (Mobile & Portable & Chargers & MDT)

i. . VRM 850 Modems----------(35)
i. HT750 Rack Chargers----------(5)
ii. HT750 UHF Portable Radio & Single Unit Chargers----------(24)
iii. APX Portable Radio Rack Unit Chargers----------(24)
iv. APX Portable Radio Single Unit Chargers----------(24)
v. XTS Portable Radio Rack Unit Chargers----------(250)
vi. XTS Portable Radio Single Unit Chargers----------(500)

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vii. XTL1500 1-piece Mobile Radio UHF---------- (120)
viii. XTL2500 1-piece Mobile Radio UHF----------(1279)
ix. XTL2500 2-piece Mobile Radio UHF----------(723)
x. XTL5000 2-piece Mobile Radio UHF----------(80)
xi. XTS1500 Portable Radio ----------(210)
xii. XTS2500 Portable Radio----------(2623)
xiii. XTS5000 Portable Radio----------(30)
xiv. APX7000 Portable Radio---------- (70)
xv. MW810----------(100)
xvi. Panasonic Toughbooks----------(450)

V. PLAN "A" – INAPPROPRIATE DAMAGE

If it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made. At such time, agreement between the Communications Bureau and the Contractor will be made on appropriate repairs and the billing of repairs.

VI. PLAN "A" - SYSTEM SOFTWARE UPGRADES

1. Agreement to include annual subscription renewal on current equipment and Support on future equipment where applicable.

i. XTS2500 Portable
ii. XTL2500 Mobile Radio
iii. XTL1500 Mobile Radio
iv. XTS1500 Portable Radio
v. APX7000 Portable Radio
vi. APX8000 Portable Radio
vii. APX7500 Mobile Radio
viii. APX8500 Mobile Radio

Plan "A" Contract price

1) Cost per month for 12 months $ 106,747.26

2) Total Cost per year $ 1,280,967.08

Battery Replacement

Portable Batteries:

All batteries used with any Motorola Portable Radio is to be replaced annually for the life of the contract (including contract renewals). For additional battery purchases the contractor is to supply cost schedule for the quantity discount valid for at le .2-month period. The annual battery replacement shall be above and beyond the monthly charges indicated in this contract.

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3 XTS1500 portable batteries at a cost of $see below each for a total cost of 3B) $_____ annually.

4A) XTS2500 portable batteries at a cost of $see below each for a total cost of 4B) $_____ annually

5A) XTS5000 portable batteries at a cost of $see below each for a total cost of 5B)) $_____ annually

6A) APX7000 portable batteries at a cost of $see below each for a total cost of 6B) $_____ annually

*Nassau County procures batteries through Customer Hub in accordance with the New York State OGS PT67405 discounted contract rates.

Plan "B" Extra Costs, Time & Material

Plan "B" Time & materials. For Repairs or Installations not covered in Plan "A" maintenance.

Relocating Equipment:

7	For STRIP of Dash Mount 1 PC Mobile Radio	$ 113.70
8	For Installation of dash mount 1 PC Mobile Radio	$ 233.70
9	For STRIP of In-vehicle Computer	$ 80.34
10	For Installation of In-Vehicle Computer	$ 240.70
11	For STRIP of Remote Mount 2 PC Mobile Radio	$ 140.28
12	For INSTALLATION of Remote Mount 2 PC Mobile Radio	$ 334.32
13	For STRIP of IN-Vehicle Charger	$ 113.70
14	For INSTALLATION of In-Vehicle Charger	$ 233.90
15	For STRIP of VRM	$ 113.70
16	For INSTALLATION of VRM	$ 233.70
17	For STRIP of Docking Station	$ 80.34
18	For INSTALLATION of Docking Station	$ 240.70
19	For STRIP & INSTALLATION of Mobile Subscribers without cables and harness	$ 86.82
20	For STRIP & INSTALLATION of Printer with armrest	$ 86.82
21	For STRIP & INSTALLATION of all Mobile charges for liquid and physical damage	$ 86.82
22	For STRIP of (bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$ 252.78
23	For INSTALLATION of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$ 547.56
24	For STRIP of Disguised Antennas	$ 86.82
25	For INSTALL of Disguised Antennas	$ 233.90
26	For STRIP of Glass Mount antennas	$ 80.34
27	For INSTALLATION of Glass Mount antennas	$ 140.28
28	For ENGRAVING	$ 22.65
29	For PROGRAMMING of Mobile & Portable Radio	$ 31.95

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Additional equipment to be covered.

Item 30: Installation of Motorola XTL-1500 APX4500 APX8500 or similar — $ 334.32
Flat rate for all labor required for complete installation (power, NMO antenna mount installation, mic holder, etc.) of XTL-1500 or similar

Item 31: Removal of Motorola XTL-1500APX4500 APX8500 or similar — $ 140.28
Flat rate for all labor required for complete removal (power, NMO antenna mount, mic holder, etc.) of XTL-1500 or similar

Item 32: Plan B Regular Labor — $ 200.00
Regular hourly labor (7:00 AM to 3:30 PM, Monday through Friday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 33: Plan B Overtime Labor — $ 300.00
Overtime hourly labor (outside the hours and days of 7:00 AM to 3:30 PM, Monday through Friday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 34: Plan B Holiday Labor — $ 400.00
Holiday hourly labor (any time on any official County holiday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 35: Materials, Parts, and Supplies — +/- 25 %
Cost plus/minus for any materials, parts, or supplies needed to complete any installations or removals

Item 36: Two-Way Radios — +/- 25 %
Cost plus/minus for the purchase of an XTL-1500, XTS-1500 mobile radios APX4500 APX8500 portable radios APXNEXT and N30's or similar

Item 37: Radio Programming — $ 31.95
Flat rate for programming of XTL-1500, XTS-1500 mobile radios APX4500 APX8500 portable radios APXNEXT and N30's or similar.

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Equipment to be covered for the Office of Emergency Management

38)	M37TSS9PW1AN	APX8500 ENHANCED ALL BAND $
39)	G806BL	ENH: ASTRO DIGITAL CAI OP APEX $
40)	UUU G48	ENH: CONVENTIONAL OPERATION APX6500 $
41)	GA00580AA	ADD: TDMA OPERATION $
42)	GA01670	ADD: APX E5 CONTROL HEAD $
43)	H1919A	MULTIPLEXER $
44)	G296	ADD: 1/4 WAVE WHIP ROOF TOP 136-144 $
45)	G335	ADD: ANT 1/4 WAVE 762-870 MHZ $
46)	G426	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ $
47)	W22BA	ADD: STD PALM MICROPHONE APX $
48)	W432AG	ADD: SPKR 13W $
49)	GA00318AF	ENH: 5 YEAR ESSENTIAL SERVICE $
50)	G67DT	ADD:REMOTE MOUNT $
51)	GA01630AA	ADD: SMARTCONNECT $
52)	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ $
53)	GA00580AA	ADD: TDMA OPERATION $
54)	G806BL	ENH: ASTRO DIGITAL CAI OP APX $
55)	G51AT	ENH: SMARTZONE OPERATION APX $
56)	QA01648AA	ADD: ADVANCED SYSTEM KEY - HW KEY $
57)	G361AH	ADD: P25 TRUNKING SOFTWARE $
58)	G996AS	ENH: OVER THE AIR PROVISIONING $
59)	W969BG	ENH: MULTIKEY (ADP SW ALGORITHM ONLY) $
60)	GA01670	ADD: APX E5 CONTROL HEAD $
61)	G335	ADD: ANT 1/4 WAVE 762-870 MHZ $

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62)	G444AE	ADD: CONTROL HEAD SOFTWARE $
63)	G67DT	ADD:REMOTE MOUNT $
64)	QA03399AA	ADD: ENHANCED DATA $
65)	GA09008AA	ADD: GROUP SERVICES $
66)	W22BA	ADD: STD PALM MICROPHONE APX $
67)	W432AG	ADD: SPKR 13W $
68)	GA00318AF	ADD: 5Y ESSENTIAL SERVICE $
69)	GA01767AK	ADD: APX MOBILE RADIO AUTH $
70)	G843AH	ADD: AES $
71)	GA01630AA	ADD: SMARTCONNECT $
72)	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE $
73)	BD00001AA	ADD: CORE BUNDLE $
74)	BD00010AA	ADD: SECURITY BUNDLE $
75)	LSV01S03082A	Radio Central $
76)	LSV01S03446A	DEPOT 5 YEAR $
77)	SSV01S01407A	APX NEXT SMART PROG $
78)	SSV01S01406A	APX NEXT SMART CONNECT $
79)	PMNN4486A	SPARE BATTERY $
80)	NNTN9199A	SINGLE UNIT CHARGER $
81)	PMMN4135A	SPEAKER MIC $
82)	QA003799AA	LEATHER CASE $
83)	PMMN4141A	BLUETOOTH SPEAKER MIC $
84)	PMPN4639B	VEHICLE CHARGER $
85)	H1902A	03 CH (PACKAGE FOR E5 HEAD) $
86)	GA01289AA	ADD: PWR CBL MP RADIO REMOTE. $
87)	W22BA	ADD: STD PALM MICROPHONE APX $
88)	W432	ADD: SPKR 13W $

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89)	G610AC		ADD: REMOTE MOUNT CBL 30 FEET $	
90)	GA01670		ADD: APX E5 CONTROL HEAD $	
91)	NTN9858C		XTS BATTERY $	
92)	NYS OGS LABOR	APX RADIO PROGRAMMING		Hourly Rate $
93)	NYS OGS LABOR	MOBILE RADIO INSTALLATION		Hourly Rate $

PLAN B continued (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

94) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES 4 hours _____ $_____

95) REGULAR HOURLY RATE at $ 200.00 /hr.

96) EACH ADDITIONAL QUARTER HOUR at $ 50.00 /¼ hr.

97) TRAVEL TIME (IF ANY) zero

98) MILEAGE (IF ANY) zero

PARTS:

99) MANUFACTURER'S LIST PRICE (MLP) LESS 25 %

100) COST PLUS % 25 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 360 days

LABOR: 120 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

101) MINIMUM CHARGE (IF ANY) $ 4 hours

1(REGULAR HOURLY RATE at $ 300.00 /hr.

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10 EACH ADDITIONAL QUARTER HOUR at $ 50.00 / ¼ hr.

RESPONSE TIME 4 HRS

Rigging Costs:

In the event that a subcontractor is needed to perform work, prior approval must be granted by the County, which under normal conditions should include two (2) competitive quotes before work can be assigned. In the event extenuating circumstances a second (2nd) quote may not be required. Minimum charge, regular hourly rate and per diem charges will be based on prevailing subcontractor rates plus will be billed at prevailing rate no mark-up will be allowed.

Replacement of Radio Accessories (Including but not limited to leather radio holsters, leather radio belt loops, radio case T-Straps, radio antennas etc):

104) Percentage discount from mfg. list price 25 %

Where there is no list price will be billed at cost no mark-up will be allowed

Replacement of Infrastructure Batteries:

Prorated discount from mfg. List price based on installation date

105) Microwave 25 %

106) UPS 25 %

107) Generator 25 %

Claims:

Contractors are hereby advised that to insure and facilitate payment, the following information must accompany the Contractor's claim

Time sheets signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Detail of parts used:

I[illegible]rts used are regularly carried in stock and manufacturer's price list are used to price repair invoices, the Contractor should furnish a copy of the price list to the Department of Purchasing.

If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim.

For removals and installations of Mobile Radios/In-Vehicle Computers/In-Vehicle Chargers/VRM's in vehicles the following information must be on all work tickets in order to process for payment:

1 Vehicle number
2 Fleet Service Bureau number of vehicle worked on
3 date work was completed
4 Type of work (Install and/or Removal)
5 Description of item(s) installed/removed (In-Vehicle Computer, In-Vehicle Charger, Mobile etc)
6 Serial number(s) of item(s) installed/removed (need a serial number for each of the items if more than one.
7 If parts are supplied they are always under service agreement unless clearly marked as physical damage replacement. If they are physical damage replacement work ticket must clearly have marked authorization from a designated Communications Bureau personnel.
8 Name of technician completing work
9 Every work ticket must have the signature and printed last name of the police officer or police [illegible]partment member that is picking up the vehicle upon completion of the work

County Claims Forms shall be submitted monthly in arrears directly to the using agencies supported by vouchers signed by County personnel attesting to the satisfactory completion of the required services as heretofore specified.

Invoices for Plan "B" work must be submitted directly to the using agency within 90 days of completion of work with appropriate backup paperwork and completed County Claim Form.

MOTOROLA SOLUTIONS

Section 2

Exceptions and Clarifications

Radio Maintenance and Repair June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

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Section 2

Exceptions and Clarifications

Pursuant to the second to the last paragraph on Page 25, of the Formal Sealed Bid Proposal 93972-06195-141 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follow:

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"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

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Section 22 Guarantees By Bidder

Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

> Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded

against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

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Disclosure Statement

10-K Form Required for publicly traded corporation. See attached document, "Form 10-K and Executive Officers of the Registrant". The link to the 10-K is below.
https://www.sec.gov/ix?doc=/Archives/edgar/data/0000068505/000006850525000012/msi-20241231.htm

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Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

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Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows:

Contractor agrees to indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses **(including reasonable fees and expenses of attorneys including attorneys' fees and disbursements),** damages and liabilities arising out of ~~**or in connection any**~~ **Contractor's gross negligence or willful misconduct, while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct** ~~**omissions of Contractor, its officers, agents or employees, provided, however that**~~ Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and **provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Motorola's duties under this section are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.** ~~**Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.**~~

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Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)

No, to the best of Motorola Solutions' knowledge and belief.

Question 15

No, to the best of Motorola Solutions' information and belief.

Question 16

No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

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Payment

Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month. Invoices will agree back in detail provided on the quote. Since this is a fixed price contract, hours and hourly rates will not be provided.

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Warranty

Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides and the Maintenance, Support, and Lifecycle Management Addendum.

Reduction in Prices

Comply with Clarification. Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

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Comprehensive and General Liability and Hold Harmless

Comply with Clarification. See clarification to General Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County Must be included as an additional insured with respect to the general liability policy.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the

torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

~~**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.~~

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Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties. If a Blanket Purchase Order is issued, Nassau County will provide another item to show the County is bound to the purchase and Motorola can move forward with delivering the scope.

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Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

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Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 25. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

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General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

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New York Labor Law – Prevailing Wage

Comply with Clarification. To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule and certified payroll will be flowed down, to the extent applicable, to Motorola subcontractors.

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Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request

Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

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I. Two Way Radio & Mobile Data Maintenance And Repair

1. Clarification: Page 37 - 44 Due to the age of the following equipment services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.
    a. The following is a list of that equipment:
        - Aviat TruePoint microwave
        - MotoBridge
        - Quantar base stations
        - S2500/S2600 routers
        - Panasonic Mobile Data Terminals
        - Astrotac comparators
        - Digitac comparators
        - 9600 Site Controllers
2. Clarification: The following services are included in the price although not specified but required by Nassau County:
    a. Tower Light Monitoring
    b. Local Device Support for the Villages
    c. BDA Maintenance and Repair North and South Jail
    d. FM Fire Suppression System Annual Inspection, Island Park
    e. RF Site Fire Extinguisher Annual Inspection
    f. Junior System Manager

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II. Plan "A" Preventative Maintenance

1. Clarification: Page 39 Item 3 Line 1 "contractor shall include subscriber preventative maintenance once every two years."
2. Clarification: Page 39 System Infrastructure. The following equipment is priced at $0.00 because it is no longer supported and no longer needed on the contract:
    a. Aviat Constellation Microwave
    b. MSF5000 base station
    c. RNC
    d. Radio IP
    e. Mobile Data Terminal modems (VRM)
    f. Eye wash stations
    g. MW810 Mobile Data Terminal
    h. First Echelon Support of Panasonic Toughbooks
    i. HT750
    j. STR3000 Base Stations
3. Clarification: Page 40 Item 5 Line 2 "The successful contractor will be required to submit a schedule to accomplish all preventative maintenance and PMS forms on the above-described equipment to be performed once every two years."
4. Clarification: Page 41 Item 4.iii If required, contractor will supply site at Nassau County's expense.
5. Clarification: Page 41 Section Service, Maintenance, Replacement and Repairs Item ii UPS Systems and UPS Batteries UPS equipment located at NUMC, Liebert Units, 2 Firecom Units.
    a. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). HVAC equipment includes fifty three (53) located at all RF sites. Two (2) preventative maintenance visits are included. In the event that repairs are needed outside the scope of the scheduled preventative maintenance, a budget of $58,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material.
        i. The monthly HVAC charge to the County is for Preventative Maintenance only. This maintenance will cover the following:

1. Check all belts and drives
2. Lubricate all bearings if necessary
3. Supply and install new standard filters
4. Visually check electrical connections and controls
5. Check operation of condensation pumps
6. Clean condensation pans and lines
7. Visually check for refrigerant leaks
8. Check operation of all controls
9. Brush down coils
10. Check the operation of humidifiers.

b. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs) The monthly Generator charge to the County is for Preventative Maintenance only. In connection with the performance of these inspections Nassau County Police Department agrees to furnish at its expense the following parts and supplies: engine motor oil, filters and spark plugs. In the event that the repairs are needed outside of the scope of the scheduled preventative maintenance, a repair budget of $50,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material. The preventative maintenance will cover the following:

    1. One inspection, consisting of one checkup and one tune up of equipment described

        a. Inspection and Repairs - The Company, during normal business hours, shall perform inspections of the equipment for the duration of this agreement. Said inspections shall be limited to the following as applicable.

            i. Engine Lubrication Systems - visually check for leaks. Filters will be changed every twelve months or 150 hours operating hours whichever occurs first. Operating hours include exercise cycles of not more than 100 hours per year, combined with all required usage due to loss of commercial power, or other emergency situations.

            ii. Engine Air Cleaners

                1. Wet type: clean once per year.
                2. Dry type: clean or replace filter as needed.

iii. Ignition Systems: Check magneto, and set timing if needed.

iv. Governor: Check and set speed, sensitivity and oil level.

v. Engine Cooling System: check general condition; check anti-freeze, check coolant level, pressure test system. Check belts and hoses.

vi. Engine Electric System: Load test battery, clean and inspect battery posts and cables. Check alternator belts. Check battery charger for proper operation.

vii. Engine Exhaust System: Visually check for leaks, corrosion, and check condensation trap and muffler condition.

viii. AC Generator: Visually inspect generator condition.

ix. Instrumentation: Check all instruments for proper operation. Check timers and relays for proper operation, check safety circuits, shutdowns, and alarm systems.

x. Run Engine Upload: At Customer's request and presence, transfer load to generator set and make adjustments if needed.

2. System Wide Sub Site Major Generator Preventative Maintenance

   a. Service Call / Maintenance Check (Major pm). Inspections and tests on start system, generator and control system, in take and exhaust system, lubrication system, coolant system, and transfer switch. Replace engine oil and oil filter. Clean unit.

   b. Belts Replacement: Disassemble parts of generator unit and remove all old drive belts; replace with new. Reassemble and test run unit to ensure proper operation with new components.

c. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). Generator Rental 70kw. This service covers three (3) one week generator rental for 70kw generator. Initial fueling is included, the cost of additional refueling will be at the responsibility of the County.

   i. Included:

      1. Rental charge

      2. Replacement Insurance

      3. Cable Rental

4. Delivery and pick up
5. 200 hours run time per week
6. Preventative maintenance (250Hrs)
7. Initial fueling
8. Three rentals for one week each

ii. Excluded:

1. Service, Parts, Materials
2. Expenses to repair damage caused by abuse, accident, theft, acts of a third party, forces of nature or altering the equipment.
3. Cost to correct any fines related to diesel tank conditions as previously identified. Cost to correct any HealthDepartment violations is the sole responsibility of The County.

6. Clarification: Page 44 Item V Plan "A"-Inappropriate Damage-it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, acts of God, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made.

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VI. Plan "A" - System Software Upgrades

1. Clarification: Page 44 Item 1 The software included is Customer Programming Software (CPS). Subscribers that are eligible must be currently supported by Motorola's repair depot.

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Plan "B" Extra Costs Time & Material

1. Clarification: Page 45 Item 29 Programming of Mobile & Portable Radio. Programming covers the Nassau County Police mobile and portable radios.
2. Clarification: Page 45 Battery Replacement - Nassau County procures batteries through Customer Hub in accordance with New York State OGS PT67405 discount rates.
3. Clarification: Page 45 Relocating Equipment Item 15 For Strip of VRM: VRM is replaced with USB HUB
4. Clarification: Page 45 Relocating Equipment Item 16 For Installation of VRM: VRM is replaced with USB HUB

5. Clarification: Page 45 Relocating EquipmentItem 22 For Strip of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB HUB
6. Clarification: Page 45 Relocating EquipmentItem 23 For Installation of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB Hub
7. Clarification: Page 49 Regular hourly rate as of 5/21/2025 is $200.00 (overtime rate is $300,00) based on the published rates of the New York OGS PT67405 State Contract. Moving forward Motorola Solutions will continue to honor the New York OGS hourly pricing at the time of request.
8. Clarification: Equipment to be Covered for the Office of Emergency Management. The APX8500, APX6500 and APXNEXT radios are covered under the warranty terms of the previous purchased terms and subject to current published flat rate repair price. Flat rate repair price is revised on a yearly basis.

MOTOROLA SOLUTIONS

Section 3

Terms and Conditions

Radio Maintenance and Repair **June 19, 2025**

County of Nassau State of New York

Bid Number 28760-06195-141

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Section 3

Terms and Conditions

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity purchasing Products (as defined below) from Motorola ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "Effective Date").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "Addendum", and collectively the "Addenda"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "Agreement".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions

"Authorized Users" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or **"Fees"** means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"Confidential Information" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable

business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"Customer-Provided Equipment" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"Data Processing Addendum" or **"DPA"** means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"Lifecycle Management Services" or **"LMS"** means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or

derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("SOW"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("ATP"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"Software-as-a-Service" or **"SaaS"** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"Subscription" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or **"Recurring Services"** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last

Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "Initial Subscription Period") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any

damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the

financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____

Address:_____

Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____

Customer Accounts Payable Email:_____

Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____

Address:_____

Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable

practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment,

connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will

have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the **"Warranty Period"**).

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the

Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR

WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 8.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 8.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed

Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola

or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FICE OF PURCHASING
MMARY OF BIDS
ENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
) NO: 28760-06195-141
Q. NO: N/A
'LE: Radio Maintenance and Repair

ITEM #	ARTICLE	QTY	UNIT	MOTOROLA SOLUTIONS 1	2	3	4	5	6	7	8	9	10	11	DETAILS OF AWARD TO NO.	AMOUNT
	Plan "A" Contract price															
1	COST PER MONTH FOR 12 MONTHS		$	106747.26												
2	TOTAL COST PER YEAR		$	1280967.08												
	Battery Replacement															
3A	XTS1500 PORTABLE BATTERY		EA	SEE BID												
3B	XTS1500 PORTABLE BATTERY		ANNUALLY	NB												
4A	XTS2500 PORTABLE BATTERY		EA	SEE BID												
4B	XTS2500 PORTABLE BATTERY		ANNUALLY	NB												
5A	XTS5000 PORTABLE BATTERY		EA	SEE BID												
5B	XTS5000 PORTABLE BATTERY		ANNUALLY	NB												
6A	APX7000 PORTABLE BATTERY		EA	SEE BID												
6B	APX7000 PORTABLE BATTERY		ANNUALLY	NB												
	Plan "B" Extra Costs, Time & Material - Relocating Equipment															
7	STRIP DASH MOUNT		$	113.70												
8	INSTALLATION DASH MOUNT		$	233.70												
9	STRIP IN-VEHICLE COMPUTER		$	80.34												
10	INSTALLATION IN-VEHICLE COMPUTER		$	240.70												
11	STRIP REMOTE MOUNT		$	140.28												
12	INSTALLATION REMOTE MOUNT		$	334.32												
13	STRIP IN-VEHICLE CHARGER		$	113.70												
14	INSTALLATION IN-VEHICLE CHARGER		$	233.90												
15	STRIP VRM		$	113.70												
16	INSTALLATION VRM		$	233.70												
17	STRIP DOCKING STATION		$	80.34												
18	INSTALLATION DOCKING STATION		$	240.70												
19	STRIP & INSTALL. MOBLIE SUBSCIBERS		$	86.82												
20	STRIP & INSTALL. PRINTER W/ARMREST		$	86.82												
21	STRIP & INSTALL. MOBLIE CHARGERS		$	86.82												
22	STRIP BUNDLE		$	252.78												
23	INSTALLATION BUNDLE		$	547.56												
24	STRIP DISGUISED ANTENNAS		$	86.82												
25	INSTALLATION DISGUISED ANTENNAS		$	233.90												
26	STRIP GLASS MOUNT		$	80.34												
27	INSTALLATION GLASS MOUNT ANTENNAS		$	140.28												
28	ENGRAVING		$	22.65												
29	PROGRAMMING		$	31.95												
30	Installation of Motorola XTL-1500 APX4500 APX8500 or similar		$	334.32												
31	Removal of Motorola XTL-1500APX4500 APX8500 or similar		$	140.28												
32	Plan B Regular Labor		$	200.00												
33	Plan B Overtime Labor		$	300.00												
34	Plan B Holiday Labor		$	400.00												
35	Materials, Parts, and Supplies		%	25%												

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
BID NO: 28760-06195-141
REQ. NO: N/A
TITLE: Radio Maintenance and Repair

				MOTOROLA SOLUTIONS											DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	TO NO.	AMOUNT
36	Two-Way Radios		%	25%												
37	Radio Programming		$	31.95												
38	M37TSS9PW1AN - APX8500 ENHANCED ALL BAND		$	NB												
39	G806BL - ENH: ASTRO DIGITAL CAI OP APEX		$	NB												
40	UUU G48 - ENH: CONVENTIONAL OPERATION APX6500		$	NB												
41	GA00580AA - ADD: TDMA OPERATION		$	NB												
42	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
43	H1919A - MULTIPLEXER		$	NB												
44	G296 - ADD: 1/4 WAVE WHIP ROOF TOP 136-144		$	NB												
45	G335 - ADD: ANT 1/4 WAVE 762-870 MHZ		$	NB												
46	G426 - ADD: ANT 1/4 WAVE WHIP 450-470 MHZ		$	NB												
47	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
48	W432AG - ADD: SPKR 13W		$	NB												
49	GA00318AF - ENH: 5 YEAR ESSENTIAL SERVICE		$	NB												
50	G67DT - ADD:REMOTE MOUNT		$	NB												
51	GA01630AA - ADD: SMARTCONNECT		$	NB												
52	M25URS9PW1BN - APX6500 ENHANCED 7/800 MHZ		$	NB												
53	GA00580AA - ADD: TDMA OPERATION		$	NB												
54	G806BL - ENH: ASTRO DIGITAL CAI OP APX		$	NB												
55	G51AT - ENH: SMARTZONE OPERATION APX		$	NB												
56	QA01648AA - ADD: ADVANCED SYSTEM KEY - HW KEY		$	NB												
57	G361AH - ADD: P25 TRUNKING SOFTWARE		$	NB												
58	G996AS - ENH: OVER THE AIR PROVISIONING		$	NB												
59	W969BG - ENH: MULTIKEY (ADP SW ALGORITHM ONLY)		$	NB												
60	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
61	G335 - ADD: ANT 1/4 WAVE 762-870 MHZ		$	NB												
62	G444AE - ADD: CONTROL HEAD SOFTWARE		$	NB												
63	G67DT - ADD:REMOTE MOUNT		$	NB												
64	QA03399AA - ADD: ENHANCED DATA		$	NB												
65	GA09008AA - ADD: GROUP SERVICES		$	NB												
66	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
67	W432AG - ADD: SPKR 13W		$	NB												
68	GA00318AF - ADD: 5Y ESSENTIAL SERVICE		$	NB												
69	GA01767AK - ADD: APX MOBILE RADIO AUTH		$	NB												
70	G843AH - ADD: AES		$	NB												
71	GA01630AA - ADD: SMARTCONNECT		$	NB												
72	H55TGT9PW8AN - APX NEXT; ALL-BAND MODEL 4.5 PORTABLE		$	NB												
73	BD00001AA - ADD: CORE BUNDLE		$	NB												
74	BD00010AA - ADD: SECURITY BUNDLE		$	NB												
75	LSV01S03082A - Radio Central		$	NB												
76	LSV01S03446A - DEPOT 5 YEAR		$	NB												
77	SSV01S01407A - APX NEXT SMART PROG		$	NB												

'FICE OF PURCHASING
'MMARY OF BIDS
'ENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
) NO: 28760-06195-141
:Q. NO: N/A
'LE: Radio Maintenance and Repair

ITEM #	ARTICLE	QTY	UNIT	MOTOROLA SOLUTIONS 1	2	3	4	5	6	7	8	9	10	11	DETAILS OF AWARD TO NO.	AMOUNT
78	SSV01S01406A - APX NEXT SMART CONNECT		$	NB												
79	PMNN4486A - SPARE BATTERY		$	NB												
80	NNTN9199A - SINGLE UNIT CHARGER		$	NB												
81	PMMN4135A - SPEAKER MIC		$	NB												
82	QA003799AA - LEATHER CASE		$	NB												
83	PMMN4141A - BLUETOOTH SPEAKER MIC		$	NB												
84	PMPN4639B - VEHICLE CHARGER		$	NB												
85	H1902A 03 CH (PACKAGE FOR E5 HEAD)		$	NB												
86	GA01289AA - ADD: PWR CBL MP RADIO REMOTE		$	NB												
87	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
88	W432 - ADD: SPKR 13W		$	NB												
89	G610AC - ADD: REMOTE MOUNT CBL 30 FEET		$	NB												
90	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
91	NTN9858C - XTS BATTERY		$	NB												
92	NYS OGS LABOR - APX RADIO PROGRAMMING		Hourly Rate	NB												
93	NYS OGS LABOR - MOBILE RADIO INSTALLATION		Hourly Rate	NB												
.AN B continued (TIME AND MATERIALS) PRICING SCHEDULE: BOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:																
94	MINIMUM CHARGE		$	SEE BID												
95	REGULAR HOURLY RATE		Hr.	200.00												
96	EACH ADDITIONAL QUARTER HOUR		1/4 Hr.	50.00												
97	TRAVEL TIME (IF ANY)			0.00												
98	MILEAGE (IF ANY)			0.00												
99	MLP LESS		%	25%												
100	COST PLUS %		%	25%												
VERTIME RATES:All other times (after 5:00 PM or before 9:00 AM Monday rough Friday, or any time on Saturday or Sunday.																
101	MINIMUM CHARGE (IF ANY)		$	SEE BID												
102	REGULAR HOURLY RATE		Hr.	300.00												
103	EACH ADDITIONAL QUARTER HOUR		1/4 Hr.	50.00												
104	PERCENTAGE DISCOUNT FROM MFG LIST	PARTS	%	25%												
105	MICROWAVE	REPL	%	25%												
106	UPS	REPL	%	25%												
107	GENERATOR	REPL	%	25%												
RPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 7/15/25

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER 28760-06195-141 OPEN 07/15/2025
TITLE: Radio Maintenance and Repair
DATE: November 06, 2025

TO: **BUYER – Timothy Funaro** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: November 06, 2025
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 11/6/2025

To: Buyer From: Director

☒ Approved for Award

☐ Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Bova
Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to Motorola
	Solutions Inc. as the lowest responsible bidder
	meeting specifications and bid terms.
	See Attached.

Motorola Solutions, Inc., radio system maintenance and repair, sealed bid solicitation # 28760-02079-003

Attached are the negotiated terms and conditions between the County and Motorola Solutions, Inc., finalized on September 11, 2019, which supersedes the exceptions/clarifications noted in Motorola Solutions, Inc.'s original bid proposal.

"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follows:

-Page 1
"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

-Page 2
Section 22 Guarantees By Bidder
Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited

by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.
Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

-Page 3
Disclosure Statement
10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.
https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm

-Page 4,
Qualification Statement, Question 5:
Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

-Page 11
Indemnification
Comply with Clarification. Motorola requests that this section be modified as follows;
Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages.
Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.
Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

-Page 22
Business History Form, Questions 13 through 16 -0
Question 13
To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made

therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)
No, to the best of Motorola Solutions' knowledge and belief.

Question 15
No, to the best of Motorola Solutions' information and belief.

Question 16
No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

-Page 33
Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

Payment in Detail.
Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

-Page 34
Warranty
Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

New York State Prices.
Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

Reduction in Prices.
Comply with Clarification. Motorola Solutions agrees the county shall , immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

-Page 35
Comprehensive and General Liability and Hold Harmless
Comply with clarification. See clarification to general Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:
The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County Must be included as an additional insured with respect to the general liability policy

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

-Page 36

General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

-Page 37

Parts.

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

-Page 38

Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

-Page 40

Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records directly pertinent to this contract ("Records") for the purpose of verifying performance in accordance with the terms of the contract. . After Customer provides fifteen (15) business days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

-Page 42

Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

-Page 51
New York Labor Law – Prevailing Wage
Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

-Page 52
Record Retention
Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Records (defined above) for the purpose of verifying performance in accordance with the terms of the contract. After Customer provides fifteen (15) business days' prior written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

-Page 54
Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

-Page 53-61
Motorola Solutions technical clarifications

Sections I,II,III,IV,V, VI
"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

Section III PLAN "A" Repair Response
Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance

Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:

III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola" or "Contractor") and the customer named in this Agreement ("Customer" or "County") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means the County's Formal Sealed Bid Proposal Bid Number 28760-02079-003 dated January 17, 2019 ("Bid"), Motorola's Bid response dated March 14, 2019, including its Bid Clarifications with a final version date of 9-6-2019 "Motorola's Response"), and these negotiated Service Terms and Conditions; the cover page for the Service Agreement; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities or inconsistencies, the order of priority shall be from highest to lowest: (1) these negotiated Service Terms and Conditions, (2) Motorola's Response, (3) the County's Bid, (4) cover page, and (5) other attachments, if any.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those post warranty maintenance, support, repair, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in the cover page to this ServiceAgreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer **will** provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed and accepted by Customer ("Service Warranty Period"). If the Customer does not deliver

notice of rejection of Services within the Service Warranty Period, then the Services shall be deemed automatically accepted. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re- perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non- conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death or direct damage to tangible property or the Indemnification Relating Infringment clause set forth in Section 22 of the Bid Clarifications document with a final version date of 9-6-2019, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service but in no case exceed (i) an amount equal to two (2) times the charges specified in the County's Purchase Order, or (ii) five hundred thousand dollars ($500,000), whichever is greater. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.1.1 Any Customer created reports, documents, data, deliverables and/or other materials marked confidential or proprietary provided by Customer to Motorola under this Agreement ("Customer Works') will be the property of the Customer, will be kept confidential, and will be promptly returned at Customer's request. Motorola will not disclose, without Customer's written permission or as required by law, Customer Works or use Customer Works for any purpose other than performing its obligations under this Agreement. The obligation set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work with the County's written consent, of which such consent shall not be unreasonably withheld, but subcontracting will not relieve Motorola of its duties under this Agreement. To the extent the County's consent is delayed, the County acknowledges that Motorola's performance may be delayed and Motorola will not be responsible for any costs, expenses or damages arising from or associated with said delay.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Any Motorola assignment pursuant to this subsection 17.6 shall be to a responsible entity with capability to provide at a minimum same quality of products and/or services as Motorola under this Agreement. Motorola acknowledges any assignment under this Agreement is subject to GML Section 109(A).

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" **(i)** means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as itmay reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use byLicensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

MOTOROLA SOLUTIONS

Section 2

Exceptions and Clarifications

Radio Maintenance and Repair June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

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Section 2

Exceptions and Clarifications

Pursuant to the second to the last paragraph on Page 25, of the Formal Sealed Bid Proposal 93972-06195-141 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follow:

-Page 1

"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

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Section 22 Guarantees By Bidder

Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

> Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded

against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

Page 3

Disclosure Statement

10-K Form Required for publicly traded corporation. See attached document, "Form 10-K and Executive Officers of the Registrant". The link to the 10-K is below.
https://www.sec.gov/ix?doc=/Archives/edgar/data/0000068505/000006850525000012/msi-20241231.htm

Page 4

Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

Page 12

Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows:

Contractor agrees to indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses **(including reasonable fees and expenses of attorneys including attorneys' fees and disbursements),** damages and liabilities arising out of **or in connection any Contractor's gross negligence or willful misconduct, while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct omissions of Contractor, its officers, agents or employees, provided, however that** Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and **provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Motorola's duties under this section are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.**

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Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)

No, to the best of Motorola Solutions' knowledge and belief.

Question 15

No, to the best of Motorola Solutions' information and belief.

Question 16

No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

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Payment

Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month. Invoices will agree back in detail provided on the quote. Since this is a fixed price contract, hours and hourly rates will not be provided.

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Warranty

Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides and the Maintenance, Support, and Lifecycle Management Addendum.

Reduction in Prices

Comply with Clarification. Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

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Comprehensive and General Liability and Hold Harmless

Comply with Clarification. See clarification to General Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County Must be included as an additional insured with respect to the general liability policy.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the

torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

Page 20

Non-Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties. If a Blanket Purchase Order is issued, Nassau County will provide another item to show the County is bound to the purchase and Motorola can move forward with delivering the scope.

Page 22

Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Page 25

Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 25. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

Page 26

General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

Page 35

New York Labor Law – Prevailing Wage

Comply with Clarification. To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule and certified payroll will be flowed down, to the extent applicable, to Motorola subcontractors.

Page 36

Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request

~~Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.~~

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~~Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.~~

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I. Two Way Radio & Mobile Data Maintenance And Repair

1. Clarification: Page 37 - 44 Due to the age of the following equipment services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.
    a. The following is a list of that equipment:
        - Aviat TruePoint microwave
        - MotoBridge
        - Quantar base stations
        - S2500/S2600 routers
        - Panasonic Mobile Data Terminals
        - Astrotac comparators
        - Digitac comparators
        - 9600 Site Controllers
2. Clarification: The following services are included in the price although not specified but required by Nassau County:
    a. Tower Light Monitoring
    b. Local Device Support for the Villages
    c. BDA Maintenance and Repair North and South Jail
    d. FM Fire Suppression System Annual Inspection, Island Park
    e. RF Site Fire Extinguisher Annual Inspection
    f. Junior System Manager

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II. Plan "A" Preventative Maintenance

1. Clarification: Page 39 Item 3 Line 1 "contractor shall include subscriber preventative maintenance once every two years."
2. Clarification: Page 39 System Infrastructure. The following equipment is priced at $0.00 because it is no longer supported and no longer needed on the contract:
    a. Aviat Constellation Microwave
    b. MSF5000 base station
    c. RNC
    d. Radio IP
    e. Mobile Data Terminal modems (VRM)
    f. Eye wash stations
    g. MW810 Mobile Data Terminal
    h. First Echelon Support of Panasonic Toughbooks
    i. HT750
    j. STR3000 Base Stations
3. Clarification: Page 40 Item 5 Line 2 "The successful contractor will be required to submit a schedule to accomplish all preventative maintenance and PMS forms on the above-described equipment to be performed once every two years."
4. Clarification: Page 41 Item 4.iii If required, contractor will supply site at Nassau County's expense.
5. Clarification: Page 41 Section Service, Maintenance, Replacement and Repairs Item ii UPS Systems and UPS Batteries UPS equipment located at NUMC, Liebert Units, 2 Firecom Units.
    a. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). HVAC equipment includes fifty three (53) located at all RF sites. Two (2) preventative maintenance visits are included. In the event that repairs are needed outside the scope of the scheduled preventative maintenance, a budget of $58,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material.
        i. The monthly HVAC charge to the County is for Preventative Maintenance only. This maintenance will cover the following:

1. Check all belts and drives
2. Lubricate all bearings if necessary
3. Supply and install new standard filters
4. Visually check electrical connections and controls
5. Check operation of condensation pumps
6. Clean condensation pans and lines
7. Visually check for refrigerant leaks
8. Check operation of all controls
9. Brush down coils
10. Check the operation of humidifiers.

b. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs) The monthly Generator charge to the County is for Preventative Maintenance only. In connection with the performance of these inspections Nassau County Police Department agrees to furnish at its expense the following parts and supplies: engine motor oil, filters and spark plugs. In the event that the repairs are needed outside of the scope of the scheduled preventative maintenance, a repair budget of $50,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material. The preventative maintenance will cover the following:

    1. One inspection, consisting of one checkup and one tune up of equipment described

        a. Inspection and Repairs - The Company, during normal business hours, shall perform inspections of the equipment for the duration of this agreement. Said inspections shall be limited to the following as applicable.

            i. Engine Lubrication Systems - visually check for leaks. Filters will be changed every twelve months or 150 hours operating hours whichever occurs first. Operating hours include exercise cycles of not more than 100 hours per year, combined with all required usage due to loss of commercial power, or other emergency situations.

            ii. Engine Air Cleaners

                1. Wet type: clean once per year.
                2. Dry type: clean or replace filter as needed.

iii. Ignition Systems: Check magneto, and set timing if needed.

iv. Governor: Check and set speed, sensitivity and oil level.

v. Engine Cooling System: check general condition; check anti-freeze, check coolant level, pressure test system. Check belts and hoses.

vi. Engine Electric System: Load test battery, clean and inspect battery posts and cables. Check alternator belts. Check battery charger for proper operation.

vii. Engine Exhaust System: Visually check for leaks, corrosion, and check condensation trap and muffler condition.

viii. AC Generator: Visually inspect generator condition.

ix. Instrumentation: Check all instruments for proper operation. Check timers and relays for proper operation, check safety circuits, shutdowns, and alarm systems.

x. Run Engine Upload: At Customer's request and presence, transfer load to generator set and make adjustments if needed.

2. System Wide Sub Site Major Generator Preventative Maintenance

a. Service Call / Maintenance Check (Major pm). Inspections and tests on start system, generator and control system, in take and exhaust system, lubrication system, coolant system, and transfer switch. Replace engine oil and oil filter. Clean unit.

b. Belts Replacement: Disassemble parts of generator unit and remove all old drive belts; replace with new. Reassemble and test run unit to ensure proper operation with new components.

c. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). Generator Rental 70kw. This service covers three (3) one week generator rental for 70kw generator. Initial fueling is included, the cost of additional refueling will be at the responsibility of the County.

i. Included:

1. Rental charge

2. Replacement Insurance

3. Cable Rental

4. Delivery and pick up
5. 200 hours run time per week
6. Preventative maintenance (250Hrs)
7. Initial fueling
8. Three rentals for one week each

ii. Excluded:

1. Service, Parts, Materials
2. Expenses to repair damage caused by abuse, accident, theft, acts of a third party, forces of nature or altering the equipment.
3. Cost to correct any fines related to diesel tank conditions as previously identified. Cost to correct any HealthDepartment violations is the sole responsibility of The County.

6. Clarification: Page 44 Item V Plan "A"-Inappropriate Damage-it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, acts of God, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made.

-Page 44

VI. Plan "A" - System Software Upgrades

1. Clarification: Page 44 Item 1 The software included is Customer Programming Software (CPS). Subscribers that are eligible must be currently supported by Motorola's repair depot.

-Page 45 -49

Plan "B" Extra Costs Time & Material

1. Clarification: Page 45 Item 29 Programming of Mobile & Portable Radio. Programming covers the Nassau County Police mobile and portable radios.
2. Clarification: Page 45 Battery Replacement - Nassau County procures batteries through Customer Hub in accordance with New York State OGS PT67405 discount rates.
3. Clarification: Page 45 Relocating Equipment Item 15 For Strip of VRM: VRM is replaced with USB HUB
4. Clarification: Page 45 Relocating Equipment Item 16 For Installation of VRM: VRM is replaced with USB HUB

5. Clarification: Page 45 Relocating EquipmentItem 22 For Strip of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB HUB
6. Clarification: Page 45 Relocating EquipmentItem 23 For Installation of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB Hub
7. Clarification: Page 49 Regular hourly rate as of 5/21/2025 is $200.00 (overtime rate is $300,00) based on the published rates of the New York OGS PT67405 State Contract. Moving forward Motorola Solutions will continue to honor the New York OGS hourly pricing at the time of request.
8. Clarification: Equipment to be Covered for the Office of Emergency Management. The APX8500, APX6500 and APXNEXT radios are covered under the warranty terms of the previous purchased terms and subject to current published flat rate repair price. Flat rate repair price is revised on a yearly basis.

Informal Bid Title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer *Timothy Funaro*
Purchase Order #

% and $ amount difference plus or minus over Pre-Encumbrance **#VALUE!** #VALUE!

		Vendors										
		Motorola		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	106747.26	106747.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106747.26
2	1	1280967.08	1280967.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1280967.08
3	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
12	1	233.70	233.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.70
13	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.34
14	1	240.70	240.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.70
15	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.28
16	1	334.32	334.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334.32
16	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
17	1	233.90	233.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.90
18	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
19	1	233.70	233.70	0.00	0.00	0.00	0.00	0.00	0.00		0.00	233.70
20	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00		0.00	80.34
21	1	240.70	240.70	0.00	0.00	0.00	0.00	0.00	0.00		0.00	240.70
21	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
23	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
24	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
25	1	252.78	252.78	0.00	0.00	0.00	0.00	0.00	0.00		0.00	252.78
26	1	547.56	547.56	0.00	0.00	0.00	0.00	0.00	0.00		0.00	547.56
27	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
28	1	233.90	233.90	0.00	0.00	0.00	0.00	0.00	0.00		0.00	233.90
29	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00		0.00	80.34
30	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00		0.00	140.28
31	1	22.65	22.65	0.00	0.00	0.00	0.00	0.00	0.00		0.00	22.65
32	1	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00		0.00	31.95
33	1	334.32	334.32	0.00	0.00	0.00	0.00	0.00	0.00		0.00	334.32
34	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00		0.00	140.28
35	1	200.00	200.00									200.00
36	1	300.00	300.00									300.00
37	1	400.00	400.00									400.00
38	1	0.25	0.25									0.25
39	1	0.25	0.25									0.25
40	1	31.95	31.95									31.95
41	1	0.00	0.00									0.00
42	1	0.00	0.00									0.00
43	1	0.00	0.00									0.00
44	1	0.00	0.00									0.00
45	1	0.00	0.00									0.00
46	1	0.00	0.00									0.00
47	1	0.00	0.00									0.00
48	1	0.00	0.00									0.00
49	1	0.00	0.00									0.00
50	1	0.00	0.00									0.00
51	1	0.00	0.00									0.00
52	1	0.00	0.00									0.00
53	1	0.00	0.00									0.00
54	1	0.00	0.00									0.00
55	1	0.00	0.00									0.00
56	1	0.00	0.00									0.00
57	1	0.00	0.00									0.00
58	1	0.00	0.00									0.00
59	1	0.00	0.00									0.00

61	1	0.00	0.00									0.00
62	1	0.00	0.00									0.00
63	1	0.00	0.00									0.00
64	1	0.00	0.00									0.00
65	1	0.00	0.00									0.00
66	1	0.00	0.00									0.00
67	1	0.00	0.00									0.00
68	1	0.00	0.00									0.00
69	1	0.00	0.00									0.00
70	1	0.00	0.00									0.00
71	1	0.00	0.00									0.00
72	1	0.00	0.00									0.00
73	1	0.00	0.00									0.00
74	1	0.00	0.00									0.00
75	1	0.00	0.00									0.00
76	1	0.00	0.00									0.00
77	1	0.00	0.00									0.00
78	1	0.00	0.00									0.00
79	1	0.00	0.00									0.00
80	1	0.00	0.00									0.00
81	1	0.00	0.00									0.00
82	1	0.00	0.00									0.00
83	1	0.00	0.00									0.00
84	1	0.00	0.00									0.00
85	1	0.00	0.00									0.00
86	1	0.00	0.00									0.00
88	1	0.00	0.00									0.00
89	1	0.00	0.00									0.00
90	1	0.00	0.00									0.00
91	1	0.00	0.00									0.00
92	1	0.00	0.00									0.00
93	1	0.00	0.00									0.00
94	1	0.00	0.00									0.00
95	1	0.00	0.00									0.00
96	1	0.00	0.00									0.00
97	1	0.00	0.00									0.00
98	1	200.00	200.00									200.00
99	1	50.00	50.00									50.00
100	1	0.00	0.00									0.00
101	1	0.00	0.00									0.00
102	1	0.25	0.25									0.25
103	1	0.25	0.25									0.25
104	1	360.00	360.00									360.00
105	1	120.00	120.00									120.00
106	1	4.00	4.00									4.00
107	1	300.00	300.00									300.00
108	1	50.00	50.00									50.00
109	1	4.00	4.00									4.00
110	1	25.00	25.00									25.00
111	1	25.00	25.00									25.00
112	1	25.00	25.00									25.00
113	1	25.00	25.00									25.00
114	1	0.00	0.00									0.00
0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
0	0		1394125.71		0.00		0.00		0.00		0.00	0.00
ship	1	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	
		Total	1394125.71		0.00	Total	0.00	Total	0.00	Total	0.00	1394125.71

Delivery	1 Days
Terms	Net 30
F.O.B.	Dest.
Vin	361115800
Tel No.	201-949-5503
Verbal	Roy Kirchner
Date	07/15/2025 sealed bid

Notes Formal sealed bid numbered 28760-06195-141 Title: Radio Maintenance and Repair

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/01/2026

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	INSURER A: Liberty Insurance Corporation	42404
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570121635571 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2641005169076	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-005169-016	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D005169086 All Other States WC7641005169096 WI	07/01/2026 07/01/2026	07/01/2027 07/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

RE: Police Department Smartzone Radio System, 04-16964/FS, CFPW05000024, NY-02I133C. Nassau County is listed as Additional Insured in regards to the General Liability policy.

CERTIFICATE HOLDER

County of Nassau, NY
Attn: Chief Lonora Atmore
P.D. Chief of Support
1490 Franklin Avenue
Mineola NY 11501 USA

CANCELLATION

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570121635571

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570113990037 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	$3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							
A	**AUTOMOBILE LIABILITY**			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WA764D005169085	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
				All Other States				
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)			WC7641005169095	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Policy Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Communications System Purchase Agreement - Addendum #1 - Countywide 800 MHz Astro 25 Trucking System. Nassau County is included as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

Nassau County
1490 Franklin Ave.
Mineola NY 11501 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570113990037

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MOTOROLA SOLUTIONS SUBSIDIARIES

Details of Motorola Solutions, Inc.'s subsidiaries, registered offices, place of registration/incorporation, registered company numbers and VAT identification numbers for companies are provided below.

Europe and Israel

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Austria	Motorola Solutions Austria GmbH	Reg No: FN 115026g - Austria VAT No: ATU46080404 Limited Liability Company	EURO PLAZA/Gebäude F Technologiestraße 5/Stiege 2/3.Stock 1120 Wien Austria
	TETRON Sicherheitsnetz Einrichtungs- und BetriebsgmbH	Reg No: FN 247706z - Austria VAT No: ATU61195628 Joint Venture	EURO PLAZA 3 Technologiestraße 5 / Stiege 2 / 3. Stock A-1120 Vienna Austria
Belgium	Motorola Solutions Belgium S.A.	RPM Brussels Reg No: 0413562567 - Belgium VAT No: BE0413562567 Limited Liability Company	De Kleetlaan 12A 1831 Diegem Belgium
Czech Republic	Motorola Solutions Czech Republic s.r.o.	Reg. No.: 033 40 686 - Czech Republic VAT No.: CZ03340686 Legal form of company: Limited Liability Company Commercial Register administered by the Municipal Court in Prague, Section C, insert 230303	Národní 138/10 Nové Město, Prague 110 00 Czech Republic
Denmark	Motorola Solutions Danmark A/S	CVR No. 10 29 08 13- Denmark VAT No: DK10290813 Limited Liability Company	Sydvestvej 15 DK-2600 Glostrup Denmark
	Dansk Beredskabskommunikation A/S	CVR No: 26 21 08 95 - Denmark VAT No: DK26210895 Limited Liability Company	Sydvestvej 21 DK-2600 Glostrup, Denmark
France	Motorola Solutions France SAS	SAS au capital de 3 999 990 € 712 030 113 RCS Versailles VAT No: FR01712030113	2-12 Parvis Colonel Arnaud Beltrame 78000 Versailles France
Germany	Motorola Solutions Germany GmbH	HRB 16024 - Germany VAT DE- 113866163 Limited Liability Company	Serviceware-Kreisel 1, 65510 Idstein, Germany
Greece	Motorola Solutions Hellas A.E.	Reg No: 39691/01AT/B/98/02- Greece VAT No: EL094501040	Athens Towers, 21st floor, 2-4 Messogion Avenue, Athens, PC 11527, Greece
Israel	Motorola Solutions Israel Limited	VAT ID: 510180029	5, Derech Hashalom St., Tel-Aviv-Yafo 6789205, Israel
Ireland	Tetra Ireland Communications Limited	Reg. No. 406355 - Ireland VAT No. IE9672789F Limited Liability Company	C/O Matheson LLP, 70 Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Dublin, D02 R296, Ireland
Ireland	Motorola Solutions Ireland Limited	Reg. No. 765894 - Ireland VAT No. 4300309QH Limited Liability Company	C/O McCann FitzGerald LLP, Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, D02 X576, Ireland

Ireland	Noggin IT limited	Reg. No. 557187 - Ireland VAT No.3336007RH Limited Liability Company	c/O Matheson LLP, 70 Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Dublin, D02 R296, Ireland
Italy	Motorola Solutions Italia SRL	Registro delle Imprese di Milano/ Companies Registry of Milan no. 00743110157 - Italy P. IVA/VAT number no. IT00743110157, Cap.Soc Euro 4.000.000 Euro Società soggetta alla direzione e coordinamento di Motorola Solutions Inc., ai sensi dell'articolo 2497 bis del codice civile	Largo Francesco Richini 6 Milan, 20122, Italy
Netherlands	Motorola Solutions Netherlands B.V.	Reg No: 17068204- Netherlands VAT No: NL001545668B01 Limited Liability Company	Databankweg 26 3821 AL Amersfoort Netherlands
Norway	Motorola Solutions Norway AS	Reg No: 931 249 789- Norway VAT No: 931 249 789MVA	Postboks 36 ØKERN 0580 OSLO Norge Norway
	Motorola Solutions UK Ltd - Norway Branch	Reg No. 991 456 252 - Norway VAT No: 991 456 252MVA Branch	Kabelgata 34 0581 Oslo Norway
Poland	Motorola Solutions Systems Polska Sp.z.o.o.	KRS 146875- Poland VAT No: PL6772135826 share capital: 5,164,000 PLN Limited Liability Company	Ul.Czerwone Maki 82 30-392 Krakow, Poland
Portugal	Motorola Solutions Portugal, Lda	Reg No. 503038083 Lisbon- Portugal VAT No: PT503038083 Private limited company Share capital: 260,000 €	Av. Dom João II, No. 41, Torre Zen, 6th floor, 1990-084 Lisbon, Portugal
Romania	Motorola Solutions Romania S.R.L.	Reg No: J40/4183/04- Romania VAT No: RO16241790 Limited Liability Company	26-28 Stirbei Voda, Union International Business Center II, Camera 307, Etaj 3, Sector 1 010113 Bucharest
Rwanda	Motorola Solutions Israel - Rwanda Branch		Career Center - 9th Floor KG 541 St, Kigali Rwanda
Spain	Motorola Solutions Espana S.A.	(NIF) A-78/109592- Spain VAT No: ESA78109592 Limited Liability Company	CL MARTINEZ VILLERGAS 52 BLOQUE 3 28027 MADRID
Sweden	Motorola Solutions Sweden AB	Reg No: 556043-6064 - Sweden VAT No: SE556043606401 Limited Liability Company	Motorola Solutions Sweden AB Byängsgränd 20, 7tr 120 40 Arsta. Sweden Box 90315 SE-120 25 Stockholm. Sweden
Turkey	Motorola Sistem Çözümleri Ticaret ve Servis Limited Şirketi	Reg. No: 339754-0 - Turkey VAT No: 6220085258 Limited Liability Company	Palladium Ofis ve Residence Binasi Barbaros Mah., Halk Cad. No:8/A Kat:3 Ataşehir 34746 Istanbul/Türkiye
United Kingdom	Motorola Solutions UK Limited	Reg. No. 912182- England VAT No. GB260311213 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB
	Airwave Solutions Limited	Reg. No. 03985643 - England VAT No. GB904440552 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB

	Barrett Europe Limited	Reg. No. 02974250 - England VAT No. 631989113 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB
	3tc Software Limited	Reg. No. 05063700 - England VAT No. 945788952 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB

Middle East and Africa

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Egypt	Motorola Solutions Egypt		47th building, North 90th str Egypt
Libya	Motorola Solutions, Inc. - Libya Branch		El Bader Building, Al Noufleen Tripoli, Libya Motorola Solutions, Libya Branch Hay Alandulus St, Tripoli - Libya P.O. Box 58 90
Libya & Bahrain Branch	Motorola Solutions Inc Libya Branch		El Bader Building, Al Noufleen Tripoli, Libya Motorola Solutions Inc Bahrain Branch Almoayyed Tower, 21st & 22nd Floor, Seef District, Manama, Bahrain
Morocco	Motorola Maroc SA		Rue Jenna, Résidence Isk, Appt 7, Secteur 9, Hay Ryad 10100 Rabat Maroc
Nigeria	Motorola Nigeria Limited		Mulliner Towers (5th Floor) 39, Alfred Rewane Road Ikoyi, Lagos
	Motorola Solutions Services Nigeria Limited		7th Floor, Union Marble House, 1 Kingsway Road, Falomo, Ikoyi Lagos
OMAN	Motorola Solutions (Oman) LLC		P.O. Box 696, PC 130, Knowledge Oasis Muscat, Al Seeb Muscat, Sultanate of Oman
Pakistan	Motorola Solutions Pakistan (Private) Limited		Emirates Tower 2nd & 3rd Floor, M-13, F-7 Markaz, Islamabad, F-7, Pakistan
Saudi Arabia	Motorola Solutions Arabia, Inc. - Saudi Arabia Branch		Al Taawuneya towers - King Fahad Road, Olaya - 13th Floor North Tower PO Box 300051 Riyadh 11372 KSA Saudi Arabia
South Africa	Motorola Solutions South Africa (Proprietary) Limited		1st floor Jindal Africa Building, 22 Kildoon Road Bryanston, 2121 South Africa

Asia Pacific

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Australia	Motorola Solutions Australia Pty Limited		Tally Ho Business Park, 10 Wesley Court East Burwood VIC 3151 Australia
China (Mainland)	Motorola Solutions (China) Co. Ltd.		ATTN: Accounts Payable Unit 1736, 17/F, TEDA MSD-C1, No. 79 First Avenue Tianjin Economic – Technological Development Area Tianjin 300457 China
Hong Kong	Motorola Solutions Asia Pacific Limited		Unit 1904-1907A, 19/F, One Harbourfront, 18 Tak Fung Street, Hunghom, Kowloon, Hong Kong
Indonesia	PT Motorola Solutions Indonesia		Suite 1717, Wisma GKBI Jl. Jend. Sudirman No. 28 Bendungan Hilir, Tanah Abang Jakarta 10210, Indonesia
India	Motorola Solutions India Private Limited		5th Floor, Block A, Building 8, DLF Cyber City, DLF Phase II, Gurugram – 122002, Haryana, India Tel: +91-124-4192000, +91-124-4191000 GST NO-06AAACM9343D1
Japan	Motorola Solutions Japan Limited		Shiba Daimon 116 Building, 4F 1-16-3 Shiba Daimon, Minato-ku Tokyo Japan TOKYO 105-0012 Japan
Korea	Motorola Solutions Korea, Inc.		8F Hanyang Tower 12 Beobwon-ro 11-gil Songpa-gu, Seoul Republic of Korea
Malaysia	Motorola Solutions Malaysia Sdn. Bhd.		Level 22 Axiata Tower No. 9 Jalan Stesen Sentral 5 Kuala Lumpur Sentral 50470 Kuala Lumpur Malaysia
Philippines	Motorola Solutions Philippines, Inc.		Office 2704 27th Floor, Tower 2, The Enterprise Center Building Ayala Ave. Corner Paseo De Roxas, San Lorenzo 1226 Makati City Philippines
Singapore	Motorola Solutions Singapore Pte. Ltd.		80 Pasir Panjang Road #18-81, Mapletree Business City, Singapore 117372
Taiwan	Motorola Solutions Taiwan, Ltd.		Cathay Minsheng-Jianguo Building 5F-1, No. 2, Sec. 3, Minsheng E. Rd, Chungshan Dist., Taipei City 104511, Taiwan R.O.C.
Thailand	Motorola Solutions (Thailand) Limited		Two Pacific Place 22/F, Suite 2201 142 Sukhumvit Road, Klongtoey, Klongtoey Bangkok 10110, Thailand

Vietnam	Motorola Solutions Vietnam Limited Liability Company		4STB CSC Center, 15th Floor, ICON4, 243A De La Thanh street, Lang Thuong ward, Dong Da Dist, Hanoi Tax code: 0100907232

North America

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Canada	Motorola Solutions Canada Inc.		3277 Langstaff Road, Concord, ON, L4K 5P8 Canada
United States of America	Motorola Solutions, Inc.		500 W Monroe Street, Chicago, Illinois, 60661 USA

Latin America

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Argentina	Motorola Solutions Argentina S.A.		3656 Nicolas Repetto St, Olivos Building I, 5th floor, Buenos Aires, Argentina
Brazil	Motorola Solutions Ltda		Av. Magalhães de Castro, 4800 – 8º andar Cidade Jardim – São Paulo – SP 05676-120 - Brazil
Chile			Cerro Colorado 5240, piso 14, Torre del Parque II, Las Condes, Santiago, Chile
Colombia	Motorola Solutions Colombia Limitada		Avenida Carrera 45 108, No. 106-08, Torre 1, Piso 14, Bogota, Colombia
Ecuador	Motorola Solutions del Ecuador S.A.		Portimao Building Ave de los Shyris Metropolitan District, 7th floor Quito, 170135, Ecuador
Mexico	Motorola Solutions de Mexico, S.A.		Bosques de Alisos #125, Colonia Bosques de las Lomas, 05120 Ciudad de Mexico, Mexico
Peru	Motorola Solutions Peru S.A.		Torre Capital Derby, Piso 12 Avenida El Derby 250, Surco - Lima 15023, Perú

Fixed Video Subsidiaries

NORTH AMERICA

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Canada	Avigilon Corporation	TAX ID: 84626 4349	555 Robson Street, 3rd Floor Vancouver, BC, V6B 1A6 Canada
United States	Avigilon USA Corporation	TAX ID: 61-1698626	2910 Telecom Parkway, Richardson, TX, 75082 USA
	Motorola Solutions Video Manufacturing Inc	TAX ID: 47-1968507	500 W Monroe Street, Chicago, Illinois, 60661 USA
	Avigilon Holding2 Corporation	TAX ID: 61-1741536	450 Artisan Way, Suite 200, Somerville, MA 02145 USA
	Pelco Inc.	TAX ID: 77-0148643	625 W. Alluvial Ave. Fresno, CA 93711 USA
	Ava Security Inc	TAX ID: 32-0530992	Suite 200, 208 South Wilmington Street Raleigh, NC 27601 USA
	Ava Federal Inc	TAX ID: 30-0988782	13800 Coppermine Road, Herndon, VA 20171 USA
	OpenPath Security Inc	TAX ID: 81-2736411	600 Corporate Pointe, Suite 400 Culver City, CA 90230 USA

ASIA PACIFIC

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Singapore	Pelco Asia Pacific Pte Ltd		80 Pasir Panjang Road, #18-81 MapleTree Business City II, 117372 Singapore

EUROPE

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Norway	Ava Security AS		Martin Linges vei 25, Fornebu 1364, Norway
Italy	Videotec S.r.l.	REA n.189121/Vicenza-Registration n.00882600240 RAEE n.IT08020000002058-M/VI 018155 Capital 4.000.000,00 i.v. VAT IT00882600240	Via Friuli 6, 36015 Schio VI, Italy

United Kingdom	Silent Sentinel Limited	Reg. No. - 04556945 England VAT No. Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Sentinel Engineering Limited	Reg. No. England VAT No. Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Avigilon UK Limited	Reg. No.06372173 England VAT No.GB941526233 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Edesix Limited	Reg. No.SC235672 - Scotland VAT No.GB803904251 Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	IndigoVision Limited	Reg. No. SC150401 - Scotland VAT No. Not registered Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	IndigoVision Group Limited	Reg. No. SC208809 - Scotland VAT No. Not registered Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	Calipsa Limited	Reg. No. 10184514 - England VAT No. GB256102727 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Ava Security Limited	Reg. No. 10187484 - England VAT No.GB256102727 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Ava Video Security Limited	Reg. No. 11010038 - England VAT No.GB280796957 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
Portugal	Avigilon UK Limited	VAT No: 941526233	Edificio Torre Zen, AV Dom Joao, 41 Piso 6, Parque das Nacoes, Lisboa
Turkey	Pelco Turkiye Irtibat Burosu		Nida Kule Kuzey, Kat: 4, Barbaros Mah. Begonya Sok No3 Istanbul 34746, Turkey

(https://www.motorolasolutions.com)

Follow Us: (https://www.linkedin.com/company/motorolasolutions/)

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(https://x.com/MotoSolutions)

(https://www.instagram.com/motorolasolutions/)

(https://www.youtube.com/motorolasolutions)

ABOUT US

PARTNERS

Low Vendor Participation for formal sealed bid 93972-06195-141
Title: Radio Maintenance and Equipment

1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Some factors to consider in this regard include: 1) Is any component of the solicitation so restrictive that only one or a small number of vendors can respond to the solicitation? 2) If so, were those vendors notified of the solicitation?

   This was a commodity purchase the commodity code use was the best code in the county's system that described the item (s) that were requested. The commodity specifications were such that vendor understood what the County was requestion. All vendors listed were notified. Yes however some vendors had changes in personnel and for that reason the e-mail might not have been read.
2) Was the solicitation advertised and posted on the County website as required yes
3) Would the County be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)? hard to say if there would be greater vendor participation The New York Post is the paper of record for Nassau County.
4) Was the commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified yes
5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) that may inhibit greater vendor participation. yes
6) Was the solicitation conducted in a manner consistent with this Policy yes
7) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Questions to be asked include: o Why did the vendor decline to bid or propose?
   Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what?
   What changes, if any, could the County make to the solicitation to encourage competition?

1) If a vendor indicates that they did not bid or propose due to the specifications, terms or conditions, or if one indicates a change to the solicitation could enhance competition, then such feedback must be conveyed in writing to the subject matter expert responsible for the specification and the DCCO for consideration prior to recommending an award or reissuing the solicitation. see attached call log. Of the vendors responding the specifications were sufficient to bid.

Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what?
No the specifications were sufficient to bid.

No vendor surveyed mentioned that any changes needed to be made additionally the age and type of equipment being serviced the type of training needed to service to the equipment and part replacement makes it difficult for other vendors to bid, this is almost a sole source.

NASSAU COUNTY OFFICE OF SHARED SERVICES
1 WEST STREET
MINEOLA, NY 11501

CALL LOG

October 31, 2025

SOLICITATION NO.: 93972-06195-141
CONTRACT TITLE: Radio Maintenance and Equipment
BID START DATE: 05/29/2025 08:00 AM
BID DUE DATE: 07/15/2025 11:00 AM

Vendor	Date Solicitation Viewed	Contact Name (Vendor)	Phone	Email	Plans To Bid	Reason For Not Bidding
TELEPHONE CONSULTING SERVICES OF L.I. CORP.	05/29/2025	David Mahler	(516) 333-5500	DMAHLER@KONCEPTS.NET	no	Do not offer this type of service
Eastern Communications Ltd., LLC	05/29/2025	Gregg Moshensky	(718) 729-2044	GSM@EASTERNCOMMUNICATIONS.COM	no	Do not sell or service this types of items
Holzberg Communications, Inc.	05/30/2025	Andy Holzberg	(800) 654-9550	ANDYHOLZBERG.HCI@GMAIL.COM	no	e-mail sent received no response
MICROPRODUCTS OF AMERICA, INC.	06/03/2025	CARLOS FERNANDES	(631) 790-7352	CARLOSF@P-M-A.COM	no	e-mail sent receoved no response
Data Connect Enterprise Inc	07/01/2025	Timothy Haiber	(301) 924-7400	THAIBER@DATA-CONNECT.COM	no	e-mail sent receoved no response
Applied Concepts	06/04/2025	Jan Achilles	(972) 801-4883	SALES@STALKERRADAR.COM	no	check to see if they would be interested in
Deltek	05/29/2025	Management	(206) 373-9500	SOURCEMANAGEMENT@DELTEK.COM	no	e-mail sent receoved no response
vCloud Tech Inc.	06/30/2025	Nadia Khan	(833) 482-5683	VCLOUD@VCLOUDTECH.COM	no	e-mail sent receoved no response
Motorola Solutions Inc	05/29/2025	Tannenbaum	(212) 629-1794	MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM	yes	

vPrime Tech Inc	05/29/2025	Jan Ghalib	(833) 333-1314	VPRIME@VPRIMETECH.COM	no	e-mail sent receoved no response
Enterprise technology solutions	06/10/2025	Ben Latif		BEN@ETSIG.COM	no	e-mail sent receoved no response
K Systems Solutions LLC	06/02/2025	William Ford	(184) 488-1342	SALES@KSSNYC.CO	no	outside there scope of work
Mr. Cheapo.com LLC	06/24/2025	Pierre Hacopian	(201) 222-3750	PH@STUYVESANTPARTNERS.COM	no	do not do service
TCI Systems, Inc.	06/04/2025	Tom Hebel	(718) 888-8898	SALES@TCISYSTEMS.COM	no	e-mail sent receoved no response
Scrim enterprise LLC	06/03/2025	Matthew Lowe	(484) 512-0144	SCRIMENTERPRISE@GMAIL.COM	no	e-mail sent receoved no response
Scientel Solutions	06/12/2025	Michael Cataletto	(630) 401-0053	MCATALETTO@SCIENTELSOLUTIONS.COM	no	e-mail sent receoved no response
Morgan Ingland	06/03/2025	Ayyaz Khan	(415) 991-2400	FED@MIATLANTIC.COM	no	can't provide service
eRepublic	06/02/2025	Mary Lamoreaux	(916) 932-1300	MLAMOREAUX@EREPUBLIC.COM	no	e-mail sent receoved no response
4Tech Solutions LLC	05/21/2025	Lindsay Martin	(770) 241-0670	LINDSAY@4TECH4ME.COM	no	do not syupply this manufacture
NEXT LEVEL BUSINESS TECHNOLOGY, INC.	06/12/2025	Elias Stambolis	(631) 293-2804	ESTAMB@NEXTLEVELUSA.COM	no	e-mail sent receoved no response
Angellas Tom Bird LLC	06/20/2025	Angella Nelson	(347) 531-8273	TOMBIRDSCRAP@GMAIL.COM	no	e-mail sent receoved no response
Aztek Computers LLC	07/07/2025	Ben Williams	(469) 574-0240	BEN@AZTEKC.COM	no	e-mail sent receoved no response
Copa GSE LLC	06/10/2025	Enzo Mackenzie		ENZO.MACKENZIE@COPAGSE.COM	no	e-mail sent receoved no response
Deborah K. Alston	07/03/2025	Deborah Alston	(502) 452-6851	DEBORAH.ALSTON@SELL2GOV.COM	no	e-mail sent receoved no response
K-RADIO LLC	06/04/2025	YOUNG CHUNG	(323) 747-1881	CCMJUNE@AM1660.COM	no	e-mail sent receoved no response
Tech Advanced Computers Inc	06/24/2025	Kendrick Tan	(850) 221-0382	KTAN@TECHADVANCED.COM	no	e-mail sent receoved no response
Anki Traders Inc	06/30/2025	Aniq Abid	(631) 507-7171	ANKITRADERS1@GMAIL.COM	no	e-mail sent receoved no response
BTTECS	06/04/2025	Buford Thomas	(347) 285-8787	INFO@BTTECS.COM	no	e-mail sent receoved no response

Lightkube Inc.	06/24/2025	Nikhil Kumar	(646) 667-7731	NIKHIL.KUMAR@LIGHTKUBE.COM	no	e-mail sent receoved no response
US Federal Contractor Registration Inc	07/07/2025	Gina Wright	(727) 279-5979	GWRIGHT@USFCR.COM	no	e-mail sent receoved no response
ROM Group Inc.	06/26/2025	Hanif Abdur-Rahman	(212) 920-9600	INFO@ROMGROUPINC.COM	no	e-mail sent receoved no response

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-62-2026

Subject: Prefabricated Modular Training Buildings (RQPD26000255)	Date: July 17, 2026
Department: Department of Shared Services/ Office of Purchasing	Vendor Name: Strategic Operations, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-62-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Maria Mangibin, Buyer

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
7/20/2026	CPO	7/20/26	Budget
7/20/26 SES	County Atty.		County Exec.
7/20/26 MM, Insurance		AW 7/20/26	

Significant Adverse Information Identified? Yes ◯ No ◉ (If Yes, attach memo.)

Purpose:
To authorize and award a purchase order to Strategic Operations, Inc. for the purchase, delivery, and installation of forty-one (41) modular training buildings. These buildings will be installed on the Police Academy grounds and utilized to provide real world tactical training.

Discussion:
The Department of Shared Services, Office of Purchasing has determined that this is a sole source procurement. Strategic Operations, Inc. is the only vendor who exclusively manufactures, sells, and distributes these modular training buildings. This will be a law enforcement ready product to have incorporated throughout the entire space ballistic walls, windows, and fixtures approved to use blanks, simunitions, and any other type of marking round. Additionally law enforcement breaching doors, a rappelling tower, and close confined rescue shaft will be incorporated within the layout. Strategic Operations, Inc. has a history working with government agencies including local law enforcement, federal law enforcement, and the military.

Impact on Funding/Term:
The maximum amount authorized under this purchase order shall be Two Million Nine Hundred Seventy-Nine Thousand Six Hundred Twenty-One Dollars Eighty-Five Cents ($2,979,621.85) split between the following asset forfeiture accounts, PDGRT9791FED BB206, PDGRT9791FED DE500, & PDGRT8900FED BB206.

Recommendation:
Department of Shared Services, Office of Purchasing recommends awarding a purchase order to Strategic Operations, Inc. as a sole source provider.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 20 P 3:53

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

A-62-2026

TO: CLERK OF THE COUNTY LEGISLATURE

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: JULY 17, 2026

SUBJECT: RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO MILLION NINE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS EIGHTY-FIVE CENTS, ($ 2,979,621.85) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO STRATEGIC OPERATIONS, INC. FOR MODULAR TRAINING BUILDINGS.

THE ABOVE-DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

KS
ENCL: (1) STAFF SUMMARY
(2) MEMO
(3) RESOLUTION
(4) DISCLOSURE STATEMENT
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BID TABULATION
(8) CERTIFICATE OF LIABILITY INSURANCE

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT AND STRATEGIC OPERATIONS, INC.

WHEREAS the Director is representing to the Rules Committee that the firm, STRATEGIC OPERATIONS, INC., is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with STRATEGIC OPERATIONS, INC.

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Gil Penserga [GILPENSERGA@E-STOPS.COM]

Dated: 07/16/2026 12:26:26 pm

Vendor: Strategic Operations, Incorporated

Title: Director of Contracts

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: 07/16/2026

1) Proposer's Legal Name: Strategic Operations, Incorporated

2) Address of Place of Business: 4705 RUFFIN RD

City: SAN DIEGO State/Province/ Territory: CA Zip/Postal Code: 92123

Country: US

3) Mailing Address (if different): 4705 RUFFIN RD

City: SAN DIEGO State/Province/ Territory: CA Zip/Postal Code: 92123

Country: US

Phone: (858) 244-0559

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

4) Dun and Bradstreet number: 12-762-6724

5) Federal I.D. Number: 16-1640300

6) The proposer is a: Other (Describe) S-Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
Strategic Operations, Inc. (STOPS) shares office space and expenses with American 3B (A3B).

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
Stu Segall Productions

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Stu Segall Productions Inc – Film Production
Corgan Limited Partnership – Property owner and lease holder
Studio Diner Inc – Lease holder for diner
Baja Norte Inc – Film Production
Scorgendy Inc – Holding company Canadian Company sold

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

Should a conflict arise, we would notify the County and adheres to their guidelines.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/30/2002

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.

Stu Segall
2644 Hidden Valley Rd
La Jolla, CA 92037

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

Keely Rodriguez
Vice President of Operations
Home Address:
3534 Dory Drive
Bonita, CA 91902

Mathieu Hooper
Chief Financial Officer
Home Address:
1601 Birdsong Place
El Cajon CA, 92021

iv) State of incorporation (if applicable);

CA

v) The number of employees in the firm;

43

vi) Annual revenue of firm;

5000000

vii) Summary of relevant accomplishments

Training villages for EOD and law enforcements

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

B. Indicate number of years in business.

24

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

Please see attached list of previous customers in support of STOPS' Past Performance

1 File(s) uploaded: Copy of STOPS Sample Customer List-01.pdf

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	U. S. Navy, Navy EOD Qualification Training (EQT) Naval School Explosive Ordnance Disposal		
Contact Person	Mike Smoot		
Address	8840 Range Road		
City	Niceville	State/Province/Territory	FL
Country	US		
Telephone	(360) 632-5770		
Fax #			
E-Mail Address	michael.a.smoot2.civ@us.navy.mil		

Company	San Diego Police Department, Training Division		
Contact Person	Captain Michael Ramsay		
Address	4020 Murphy Canyon Road		
City	San Diego	State/Province/Territory	CA
Country	US		
Telephone	(619) 331-2320		
Fax #			
E-Mail Address	mramsay@pd.sandiego.gov		

Company	Naval Expeditionary Medicine Warfighter Development Center (NEMWDC), Department Head, Requirements & Capabilities (N9)		
Contact Person	LCDR Ruth Murphree, NC, USN		
Address	BLDG 632044, Cristianitos Rd,		
City	MCB Camp Pendleton	State/Province/Territory	CA
Country	US		
Telephone	(760) 725-9864		
Fax #			
E-Mail Address	ruth.a.murphree.mil@health.mil		

I, Gil Penserga , 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, Gil Penserga , 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: Strategic Operations, Incorporated

Electronically signed and certified at the date and time indicated by:
Gil Penserga GILPENSERGA@E-STOPS.COM

Director of Contracts
Title

07/16/2026
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: Mathieu Hooper
Date of birth: 02/14/1986
Home address: 1601 Birdsong Place
City: El Cajon State/Province/ Territory: CA Zip/Postal Code: 92021
Country: US

Business Address: 4705 Ruffin Rd
City: San Diego State/Province/ Territory: CA Zip/Postal Code: 92123
Country US
Telephone: 8587155324

Other present address(es):
City: San Diego State/Province/ Territory: Zip/Postal Code: 92123
Country: US
Telephone: 8587155203

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	01/01/2024	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, mathieu hooper , 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, mathieu hooper , 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.

Strategic Operations Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mathieu Hooper MATT@STUSEGALL.COM

Chief Financial Officer

Title

07/16/2026 02:53:25 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: Keely Rodriguez
   Date of birth: 10/23/1970
   Home address: 3534 Dory Dr
   City: Bonita State/Province/ Territory: CA Zip/Postal Code: 91902
   Country: US

   Business Address: 4705 Ruffin Road
   City: San Diego State/Province/ Territory: CA Zip/Postal Code: 92123
   Country US
   Telephone: 6199548752

   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		Secretary	09/25/2024
Chief Financial Officer		Partner	
Vice President	07/07/2004		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Principal:/Secretary & Chief Operating Officer
Stu Segall Productions, Inc.
4705 Ruffin Road
San Diego, CA 92123

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Keely Rodriguez , 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, Keely Rodriguez , 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

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Strategic Operations, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Keely Rodriguez BIRD6@STUSEGALL.COM

Vice President of Operations
Title

07/16/2026 04:08:03 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: Stuart C Segall
   Date of birth: 12/26/1944
   Home address: 2644 Hidden Valley Road
   City: La Jolla State/Province/ Territory: CA Zip/Postal Code: 92037
   Country: US

   Business Address: 4705 RUFFIN ROAD
   City: San Diego State/Province/ Territory: CA Zip/Postal Code: 92123
   Country US
   Telephone: 6198439584

   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	09/25/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	09/25/2002	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Stu Segall Productions, Inc.
St/Ops Tactical Training Canada
Studio Diner, Inc.
Corgan, LP
Scorgendy Inc.
Baja Norte Studios, Inc.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stuart C. Segall , 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, Stuart C. Segall , 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.

Strategic Operations, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stuart C. Segall BIRD6@E-STOPS.COM

President/Chief Executive Officer
Title

07/16/2026 11:02:45 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Strategic Operations, Incorporated

Address: 4705 RUFFIN RD

City: SAN DIEGO State/Province/Territory: CA Zip/Postal Code: 92123

Country: US

2. Entity's Vendor Identification Number: 161640300

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

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):

1 File(s) uploaded: List of STOPS Principals.pdf

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.

Stu Segall
2644 Hidden Valley Rd
La Jolla, CA 92037

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.

Affiliated Companies – No other affiliates will take part in the performance of this contract.
Stu Segall Productions Inc – Film Production
Corgan Limited Partnership – Property owner and lease holder
Studio Diner Inc – Lease holder for diner
Baja Norte Inc – Film Production
Scorgendy Inc – Holding company Canadian Company sold

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 [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Gil Penserga [GILPENSERGA@E-STOPS.COM]

Dated: 07/16/2026 03:40:56 pm

Title: Director of Contracts

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.

List of Strategic Operations, Incorporated (STOPS) Principals

Stuart C. Segall
President
Home Address:
2644 Hidden Valley Road
La Jolla, CA 92037

Keely Rodriguez
Vice President of Operations
Home Address:
3534 Dory Drive
Bonita, CA 91902

Mathieu Hooper
Chief Financial Officer
Home Address:
1601 Birdsong Place
El Cajon CA, 92021

REQUISITION

RQPD26000255 20/JUL/2026

VENDOR:
STRATEGIC OPERATIONS, INC
4705 RUFFIN ROAD

SAN DIEGO CA 92123

TEL:(858)715-5203
FAX:( ) -

REQUISITIONER:
PD POLICE DEPARTMENT
OFFICE OF THE CHIEF OF SUPPORT
1490 FRANKLIN AVENUE
MINEOLA NY 11501
AC KILFOIL/CR20/FED
TEL:(516)573-7500
FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	155-50	1.00	EA	2,979,621.8500	2,979,621.85

BUILDINGS, OFFICE: MODULAR AND PORTABLE
FORTY (40) ISO SHIPPING CONTAINERS (8' X 9.5' X 40') ASSEMBLED AND CONFIGURED IN ACCORDANCE WITH FINALIZED STAMPED AND SEALED DRAWINGS
ONE (1) ISO SHIPPING CONTAINER (8' X 9.5' X 20') ASSEMBLED AND CONFIGURED IN ACCORDANCE WITH FINALIZED STAMPED AND SEALED DRAWINGS
MILESTONE PAYMENTS M-0 THROUGH M-7 AS OUTLINED IN QUOTE NPD100.
DOWN PAYMENT (DUE AT RECEIPT OF PURCHASE ORDER): $446,943.28
MATERIALS - BOX ORDER: $595,924.37
PHASE 1 - FABRICATION OF TEN (10) BOXES: $297,962.19
PHASE 2 - FABRICATION OF TEN (10) BOXES: $297,962.19
PHASE 3 - FABRICATION OF TEN (10) BOXES: $297,962.19
PHASE 4 - FABRICATION OF ELEVEN (11) BOXES: $357,554.62
SHIPPING - $506,535.72
INSTALLATION ON-SITE: $178,777.31
TOTAL COST: $2,979,621.85

ESTIMATED TOTAL: 2,979,621.85

REQ DOC INQUIRY 2140

1. THIS REQUEST IS FOR THE PURCHASE OF 64'X 80' PREFAB MODULAR TRINING BUILDING. THIS WILL ENHANCE TACTICAL TRAINING FOR BSO, ESU, SPECIAL PATROLS AND SWORN POLICE OFFICERS.
2. SAME AS ABOVE.
3. NO ALTERNATIVE.
4. NONE.
5. NO REVENUE.
6. NO REIMBURSEMENT.

NO ALTERNATIVE WOULD BE ACCEPTABLE FOR THIS/THESE ITEMS
THIS MODULAR TRAINING BUILDING WILL BE FUNDED USING ASSET FORFEITURE FUNDS, AF#26-021
PD CONTACT AC JOHN KILFOIL JKILFOIL@PDCN.ORG 516.573.7500
VENDOR CONTACT STU SEGALL 619.843.9584
SOLE SOURCE REQUEST

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

DATE: June 17th, 2026

TO: Nassau County Office of Purchasing

FROM: Nassau County Police Department, Assistant Chief of Support, John T. Kilfoil

SUBJECT: **SOLE SOURCE JUSTIFICATION FOR MODULAR TRAINING BUILDING**

This letter serves as justification for the sole source procurement of a prefabricated hyper-realistic training module from Strategic Operations, Inc. (STOPS).

Since 2002, Strategic Operations, Inc. (STOPS) has provided hyper-realistic tactical training services to law enforcement, military and first responder agencies. Drawing upon decades of experience, STOPS has developed a unique capability to design and construct fully immersive training environments that replicate real-world operational conditions and enhance scenario-based training.

The firm's qualifications are demonstrated through its extensive client base of Federal, International, State and Local Agencies:

Additionally, in 2025 Nassau County Police Commissioner, Patrick J. Ryder, conducted a visit to Israel to observe Israel Police training practices and advanced counter terrorism methodologies, based on his observations the Department identified the need to develop a highly realistic and adaptable tactical training environment. STOPS' ability to create a customized training module that replicates modern operational challenges and supports contemporary policing and tactical response objectives makes this solution uniquely suited to Nassau County Police Department's training needs.

Given STOPS' specialized expertise, extensive experience, and proven record of providing immersive training environments for law enforcement, military and first responder agencies, no comparable source has been identified that can provide the same level of capability required for this project.

Accordingly, a sole source procurement is requested.

John T. Kilfoil
Assistant Chief of Support

Commissioner of Police

STRATEGIC OPERATIONS

July 7, 2026

To Whom it may Concern:

Strategic Operations is pleased to submit this letter in support of the Nassau County Police Department's procurement of a STOPS prefabricated modular tactical training structure on a sole-source basis.

Since 2002, STOPS has specialized in the design and manufacture of proprietary prefabricated modular tactical training structures for military, federal, state, and local law enforcement, first responder, and homeland security agencies. Our modular systems are specifically engineered to support Hyper-Realistic® training through configurable layouts that accurately replicate operational conditions and allow agencies to conduct adaptable, scenario-based exercises.

The proposed modular training structure is a proprietary STOPS product designed and manufactured exclusively by our company. It incorporates specialized design features, construction methods, and configurable components developed through more than twenty years of experience supporting military and law enforcement training requirements.

To the best of our knowledge, no other manufacturer offers this proprietary combination of modular tactical building design, configurable training capabilities, and Hyper-Realistic® application specifically developed for military and law enforcement operations.

A. Personnel

Stuart (Stu) Segall; Background Information: Strategic Operations has changed the face of tactical training by introducing to the training world Hollywood movie and TV-making techniques to make live training as realistic and safe as possible. This innovation has been made possible by Mr. Segall who has more than 45 years' experience as a producer of feature films, television movies and shows. Mr. Segall has produced over 1,000 hours of primetime television series,

In 2002, Mr. Segall created Strategic Operations, of which he is President, with a mission to provide "hyper-realistic" training for the military, law enforcement, and other organizations responsible for homeland security and public safety. Using the "magic of filmmaking," Mr. Segall and Strategic Operations create tactical scenarios in great detail by controlling and manipulating both the physical and sensory environment.

4705 Ruffin Road • San Diego • California • 92123 • Phone 858 244 0559 • Fax 858 715 5383
www.strategic-operations.com

Principal/Contract Management: Kevin Waskow

a. Background Information: Kevin enlisted in the US Navy as a nuclear machinist mate in 1982. After successful completion of the nuclear power training pipeline, he reported aboard USS AUGUSTA (SSN 710). In 1986 he was selected to attend Officer Candidate School (OCS). After OCS, Kevin attended Naval Supply Corps School. He also completed an assignment as the Deputy Comptroller for the Coalition Provisional Authority, Baghdad, Iraq in support of Operation Iraqi Freedom. Kevin retired from the Navy as a Commander in March 2005. During his career he was certified Defense Acquisition Workforce Level 3 in Contracting and in Business, Cost Estimating and Financial Management. He was a selected member of the Acquisition Professional Community. He has been with Strategic Operations since February 2007.

2. On-Site Program Manager and Applicator: Art Tucker.

a. Background Information: Art has over 40 years of experience in construction and set design in the TV and movie industry. He has been STOPS on-site program manager for the enhancement and transformation of training range structures into hyper-realistic training venues and realistic looking villages.

Accordingly, Strategic Operations, Inc. certifies that STOPS is uniquely qualified to design, manufacture, and provides this proprietary prefabricated modular tactical training structure and that no authorized distributor or alternative manufacturer can provide an equivalent STOPS product.

Respectfully,

Stuart Segall

Stu Segall
President
Strategic Operations, Inc.
4705 Ruffin Road
San Diego, CA 92123
(619) 843-9584/Cell

STOPS Sample Customer List

Entity	Customer
US Air Force	Camp Bullis
US Air Force	Camp Navajo
US Air Force	Cannon AFB
US Air Force	Davis Monton AFB
US Air Force	Fairchild
US Air Force	Hurlburt Field
US Air Force	Moody AFB
US Air Force	Nellis AFB
US Army	Camp Bullis
US Army	Camp Mackall
US Army	Camp Parks
US Army	Army Research Lab
US Army	75th Rangers
US Army	Fort Benning
US Army	Fort Bliss
US Army	Fort Campbell
US Army	Cort Detrick
US Army	Fort Carson
US Army	Fort Dix
US Army	Fort Drum
US Army	Fort Greely
US Army	Fort Harrison
US Army	Fort Huachuca
US Army	Fort Hunter Legit
US Army	Fort Iwrin
US Army	Fort Knox
US Army	Fort Leavenworth
US Army	Fort Lewis
US Army	Fort Story
US Army	Hunter Army Airfield
Department of Homeland Security	Ft Benning
Department of Homeland Security	Harpers Ferry
Department of Homeland Security	Otay Mesa
US Marine Corp	Camp Dawson
US Marine Corp	Camp Elliot
US Marine Corp	Camp Geiger
US Marine Corp	Camp Lejune
US Marine Corp	Camp Pendleton

Entity	Customer
US Marine Corp	29 Palms
US Marine Corp	1st Marine Division
US Marine Corp	1st Med Battalion
US Marine Corp	4th Med Battalion
US Marine Corp	4th Med Recon
US Navy	EODMU 1 Pt Loma
US Navy	EODMU-3
US Navy	EODMU 5 Guam
US Navy	EODMU 11
US Navy	EODMU 8 Rota
US Navy	EODTEU ONE
US Navy	EODTEU TWO
US Navy	Navy Spec War Groups (Multiple)
US Navy	Seal Teams (Multiple)
US Navy	Navy Med Center Portsmouth
Darley	Subcontract to Government
Alantic Diving Systems	Subcontract to Government
BATUS	British Army in Canada
German Army	Tunisia
Tawoos	Oman

Clients

Federal Agencies

- United States Army
- Army National Guard
- Army Reserves
- United States Marine Corps
- United States Navy
- United States Air Force
- United States Coast Guard
- Drug Enforcement Administration
- Bureau of Immigration and Customs Enforcement (ICE)
- Federal Bureau of Investigation (FBI)
- Department of Justice
- United States Marshal

State and Local Agencies

- Baldwin Park Police Department
- California Department of Justice
- California Department of Youth Authority
- Carlsbad Police Department
- Chula Vista Police Department
- Garden Grove Police Department
- Huntington Beach Police Department
- Inglewood Police Department
- Los Angeles Police Department
- Los Angeles Sheriff's Department
- National City Police Department
- Oceanside Police Department
- San Diego County District Attorney's Office
- San Diego Harbor Police
- San Diego Police Department
- San Diego Sheriff's Department

International

- Canada
- Canadian Forces
- United Kingdom
- British Army Training Unit Suffield

STRATEGIC OPERATIONS

Strategic Operations, Incorporated | 4705 Ruffin Road | San Diego, CA 92123

16 July 2026

Chief John Kilfoil
Nassau County Police Department
Long Island, NY

Strategic Operations, Inc. (STOPS) respectfully submits this *amended* quotation for Nassau County Police Department (NCPD) - Modular Training Building (MTB). The MTB will be assembled within the vicinity of NCPD and intended as training support aid to enhance operational proficiency for NCPD personnel by providing hyper-realistic training environment in support of police operations in urbanized terrain. This *amended* quote is generated based on customer's change requirement to remove stairs, side panels, back panels, and recent addition of the roof platform. Finalized stamped and sealed drawings to be provided by KPFF. | STOPS Quote No. NPD100. | Quote validity thru: September 30, 2026.

SCOPE OF WORK

The proposed MTB includes:

- Forty (40) ISO shipping containers (8 ft x 9.5 ft x 40 ft) assembled and configured in accordance with the finalized stamped and sealed drawings.
- One (1) ISO shipping containers (8 ft x 9.5 ft x 20 ft) assembled and configured in accordance with the finalized stamped and sealed drawings.
- Lights included in every room.
- Heating and cooling included.
- Sealing and weatherproofing of all penetrations and seams.

All work will be performed in accordance with commercially accepted practices and applicable safety standards.

DELIVERY & PERFORMANCE

- **Delivery Terms:** FOB Destination – within vicinity of NCPD, NY. | **Period of Performance:** To be coordinated with NCPD after receipt of order (ARO) . | **Site Access:** NCPD-furnished access and coordination required.

INSPECTION & ACCEPTANCE

- Inspection and acceptance shall be performed by the NCPD at destination.

SAFETY, HAZMAT & ENVIRONMENTAL

- No hazardous materials are anticipated beyond standard commercial roofing materials (e.g., coatings, sealants).

ASSUMPTIONS

- Work will be performed during standard business hours unless otherwise coordinated. | NCPD will provide access to utilities as required.
- Assembly site to be determined by NCPD within the vicinity of NCPD after receipt of order (ARO).

Proprietary - Competitive Sensitive Information - Source Selection Information – See FAR 2.101 and 3.104

EXCLUSIONS

- Permitting, if required (unless otherwise directed).
- Set-dressings and/or atmospherics
- Site preparation, ground leveling and grading.

CLASSIFICATION AND USE

- This effort is provided as a training support aid and is not intended to constitute real property improvement or permanent construction.

PRICE (AMENDED) AND PAYMENT TERMS

- **$2,979,621.85** | Pricing is inclusive of all labor, materials, equipment, transportation, and supervision required to complete the scope of work.
- Amended price has been adjusted to reflect customers' change requirement to remove stairs, side and back panels, reduced shipping expense, and addition of architectural stamped and sealed drawings.

MILESTONE PAYMENT/BILLING SCHEDULE

Project: Nassau County Police Department Modular Training Building

Part No. NPD100

Milestone	Description	Deliverable	Amount	Payment Terms	Estimated Days After Receipt of Order (ARO)
M-0	Down Payment	Receipt of Purchase Order or Contract	$ 446,943.28	NET 05	ARO + 3
M-1	Materials - Box Order	Raw Materials Ordered	$ 595,924.37	NET 10	ARO + 5
M-2	Phase 1 - Fabrication of ten (10) boxes	Fabrication of ten (10) boxes completed & ready for delivery to destination	$ 297,962.19	NET 30	ARO + 30
M-3	Phase 2 - Fabrication of ten (10) boxes	Fabrication of ten (10) boxes completed & ready for delivery to destination	$ 297,962.19	NET 30	ARO + 35
M-4	Phase 3 - Fabrication of ten (10) boxes	Fabrication of ten (10) boxes completed & ready for delivery to destination	$ 297,962.19	NET 30	ARO + 40
M-5	Phase 4 - Fabrication of eleven (11) boxes	Fabrication of eleven (11) boxes completed & ready for delivery to destination	$ 357,554.62	NET 30	ARO + 45
M-6	Shipping	Materials shipped to destination.	$ 506,535.72	NET 30	ARO + 75
M-7	Installation on-site	Completed assembly and installation of project. | Final acceptance from NCPD.	$ 178,777.31	NET 30	ARO + 91
			$2,979,621.85		

- Payment Terms by Milestone Payment (Billing) Schedule as shown on table above supports responsible project execution by enabling STOPS to commit financial resources necessary to procure long-lead materials, secure supplier production capacity, initiate

fabrication activities, and shipping preparation required to meet delivery timelines.

STOPS appreciates the opportunity to support NCPD and stands ready to provide any clarifications or adjustments as needed to best align with mission requirements.

From: Kilfoil, John <JKilfoil@PDCN.ORG>
Sent: Wednesday, July 8, 2026 5:56 PM
To: Cleary, Robert <RCleary@nassaucountyny.gov>; kslogick@pdcn.org
Cc: Palazzola, Jannine (PAB) <JPalazzola@PDCN.ORG>; Field, William (PAB) <wkfield@pdcn.org>; Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; PLissePD <PLisse@PDCN.ORG>; Malhame, Allison <AMalhame@nassaucountyny.gov>
Subject: RE: Sole Source Request - RQPD26000255 - Strategic Operations Inc.

Good afternoon, please see the below responses to questions.

A few questions/issues:

1) **Did the department conduct market research to determine if any alternative product exists. If so, what products were considered and why were they found to be inadequate?**

Yes, market research was conducted to identify alternative prefabricated products capable of meeting the needs of Nassau County Police Department, based upon Commissioner Ryder's visits to Israel, Atlanta and California, where he observed advanced law enforcement and counter terrorism methods. However, no alternative product met the Department's specialized requirements. Competitors lacked integration of specialized features such as ballistic-resistant glass, durable interior finishes designed for repetitive tactical training, breaching doors designed for law enforcement and integrated repelling structures, all which are essential for law enforcement tactical training and maintaining officer safety during training. Standard pre-fabricated modular solutions available through companies such as Cassone or Butler were inadequate or sub-standard and mainly provide typical office or storage units, not turnkey for law enforcement tactical training and do not the include materials, features or finishes offered by Strategic Operations necessary for NCPD operations and Officer Safety.

2) **The vendor mentions proprietary structures, but does not include any reference to patents. Please have the vendor identity any patents that apply to these goods and services.**

Yes, Strategic operations provided two design patents which are attached but the term proprietary is not limited to the products and services by Strategic Operations but also refers to Strategic Operations specialized integration of tactical training features and providing hyper-realistic pre-fabricated products acquired through their decades of experience serving the military, federal, state and local law enforcement agencies

3) **If processed as a sole source, the department must post a notice of intent to award a sole source on the solicitation board and in the NY Post, and then wait 10 business days and address any inquiries or comments.**

Ok, understood.

Thank you,
John

John T. Kilfoil
Assistant Chief
Support Division
Nassau County Police Department
Office 516-573-7500

From: Cleary, Robert <RCleary@nassaucountyny.gov>
Sent: Friday, 10 July 2026 11:37:18
To: Kilfoil, John <JKilfoil@PDCN.ORG>; Slogick, Keith <KSlogick@PDCN.ORG>
Cc: Palazzola, Jannine (PAB) <JPalazzola@PDCN.ORG>; Field, William <WKField@PDCN.ORG>; Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Lisse, Patricia Jo <PLisse@PDCN.ORG>; Malhame, Allison <AMalhame@nassaucountyny.gov>
Subject: RE: Sole Source Request - RQPD26000255 - Strategic Operations Inc.

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

Thank you John, much appreciated.

Please provide the list of manufacturers considered.

Regarding the patents, if applicable, please identify any unique, patented features that are operationally required by the department.

Keith—please post the notice of intent as soon as possible if you have not done so already. In addition, please have the vendor submit disclosures and insurance if they have not done so.

Thank you,

Robert

Robert Cleary
Chief Procurement and Compliance Officer
Nassau County
One West Street
Mineola, NY 11501
(516) 571-1939
rcleary@nassaucountyny.gov

US00D946175S

(12) United States Design Patent

Segall et al.

(10) Patent No.: US D946,175 S
(45) Date of Patent: ** Mar. 15, 2022

(54) **HOUSING UNIT**

(71) Applicant: **Strategic Operations, Inc.**, San Diego, CA (US)

(72) Inventors: **Stuart C. Segall**, La Jolla, CA (US); **Cory Wessberg Segall**, La Jolla, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/737,994**

(22) Filed: **Jun. 13, 2020**

(51) **LOC (13) Cl.** **25-03**

(52) **U.S. Cl.**
USPC **D25/59**; D25/33

(58) **Field of Classification Search**
USPC D25/1, 4, 22, 32–35, 16, 31, 58–60
CPC E04H 2001/1283; E04H 1/1205; E04H 1/005; E04H 1/02; E04H 1/12
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D85,317	S	*	10/1931	Bemis	D25/22
D93,797	S	*	11/1934	Smith, Jr.	D25/33
D131,952	S	*	4/1942	Bolenbach	D12/103
2,990,588	A	*	7/1961	McKinley	E04B 1/34336 52/143
3,432,978	A	*	3/1969	Erickson	E04B 1/06 D25/58
D471,285	S	*	3/2003	Dixon	D25/59
D484,613	S	*	12/2003	da Costa	D25/33
D529,186	S	*	9/2006	Fullelove	D25/33
D610,266	S	*	2/2010	Strehler	D25/33
D626,659	S	*	11/2010	Ferko, III	D25/33
D700,356	S	*	2/2014	Svensson	D25/32

(Continued)

FOREIGN PATENT DOCUMENTS

CN	303076359	*	1/2015
SI	9950087-0002	*	4/2000

OTHER PUBLICATIONS

Kottage RV Shipping Container Home, Oct. 13, 2014 (comment). Tiny House Blog. https: tinyhouseblog.com park-model-homes kottage-rv-container-home (Year: 2014).*

(Continued)

Primary Examiner — Brett Miller
(74) *Attorney, Agent, or Firm* — Enrique A. Monteagudo, Esq.

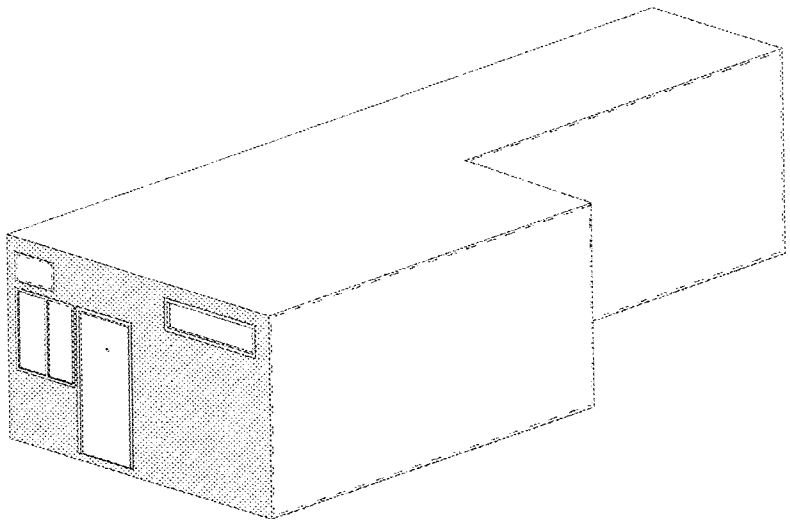
(57) **CLAIM**

The ornamental design for a housing unit, as shown and described.

DESCRIPTION

FIG. **1** is an upper left corner perspective view of a housing unit, showing the new design, according to one embodiment;
FIG. **2** is a detail view thereof, showing a brick surface;
FIG. **3** is a right side elevational view thereof;
FIG. **4** is a top plan view thereof.
FIG. **5** is left side elevational view thereof;
FIG. **6** is front view thereof; and
FIG. **7** is a back view thereof.
FIG. **8** is an upper right corner perspective view of the housing unit, showing the new design, according to one embodiment;
FIG. **9** is a back view thereof;
FIG. **10** is front view thereof;
FIG. **11** is a right side elevational view thereof;
FIG. **12** is a top plan view thereof; and,
FIG. **13** is a left side elevational view thereof.
It is understood the modified design of FIGS. **8** through **13** is a mirror image of the design of FIGS. **1** through **7**.
The broken lines depict portions of the housing unit that form no part of the claimed design.

1 Claim, 5 Drawing Sheets



(56) **References Cited**

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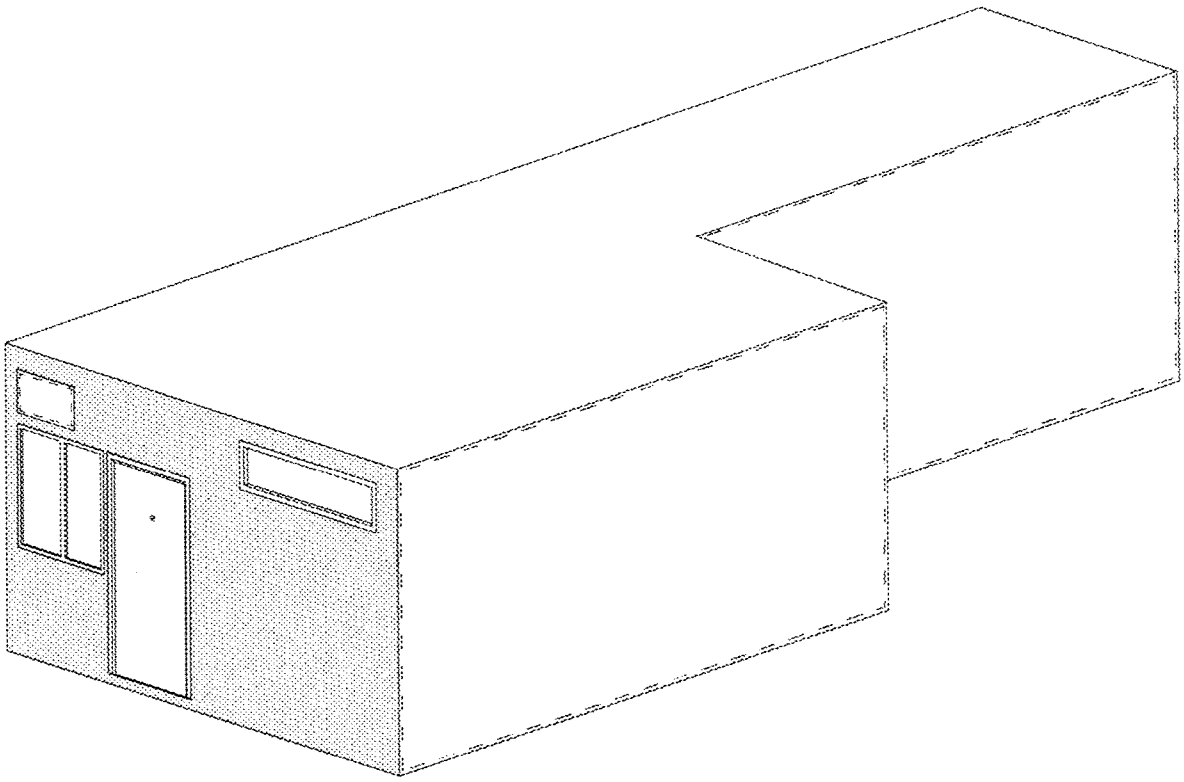


FIG 1

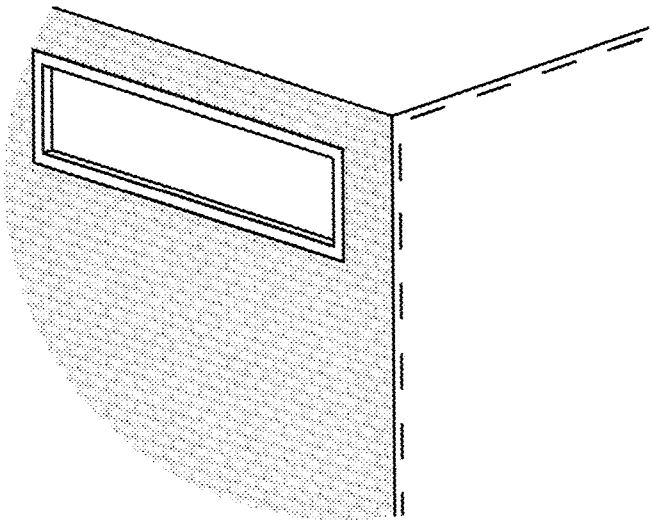


FIG 2

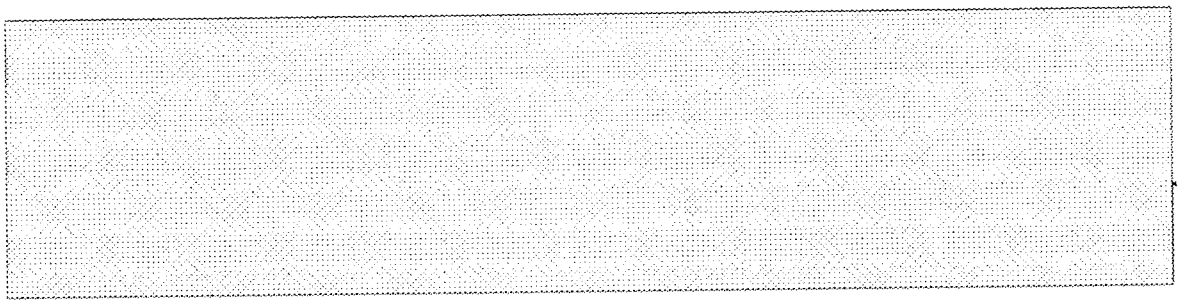


FIG 3

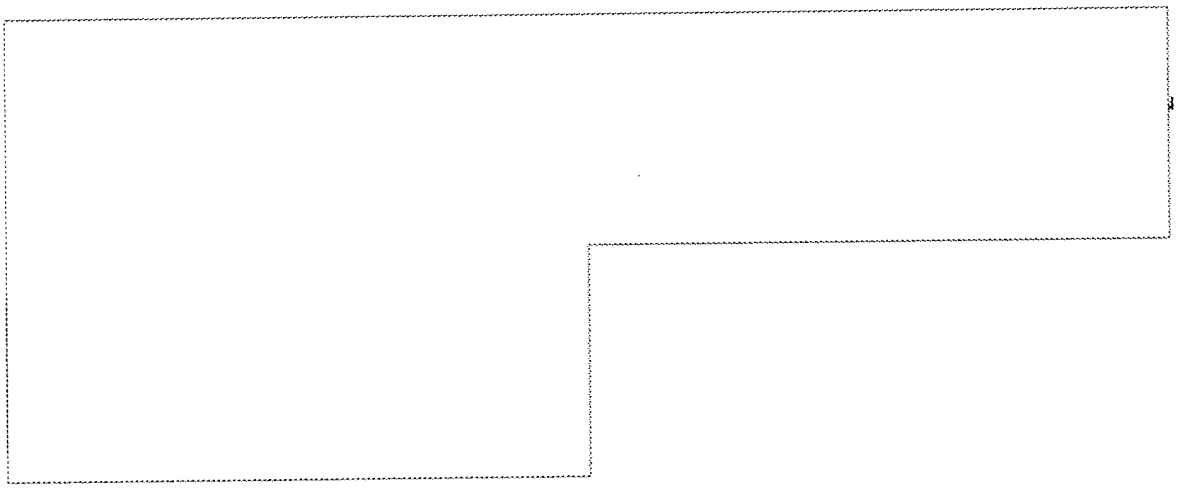


FIG 4

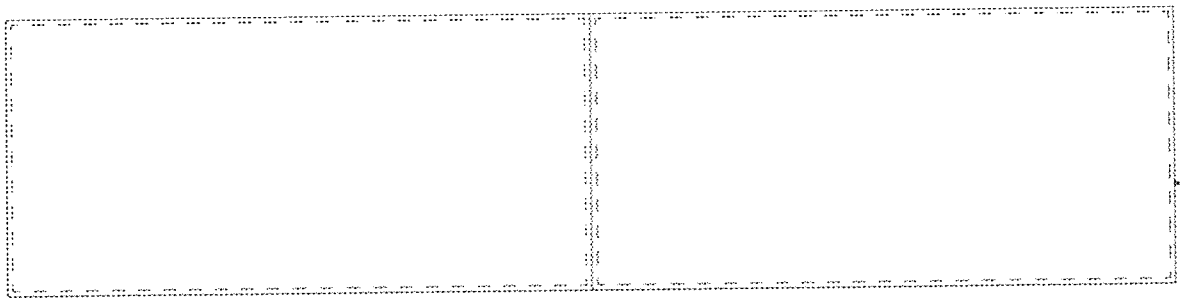


FIG 5

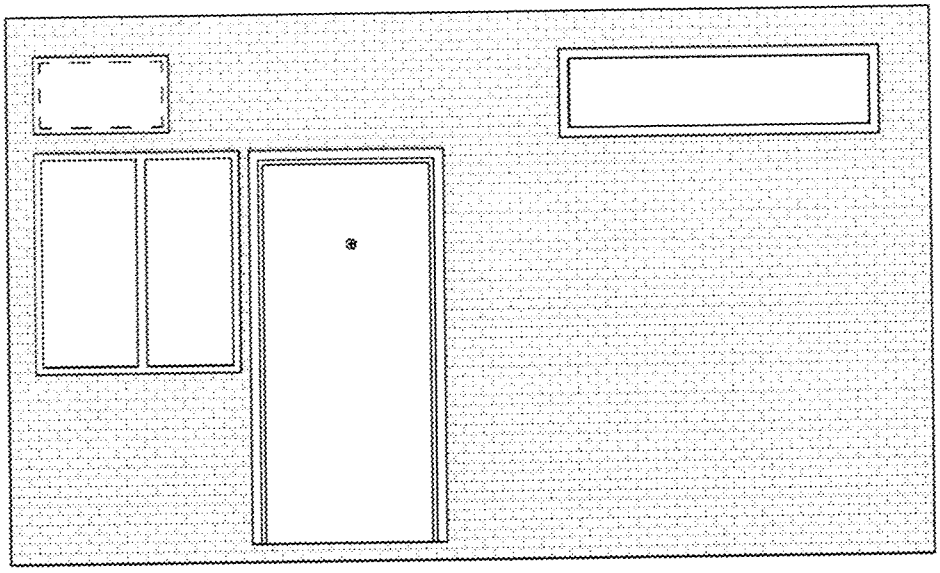


FIG 6

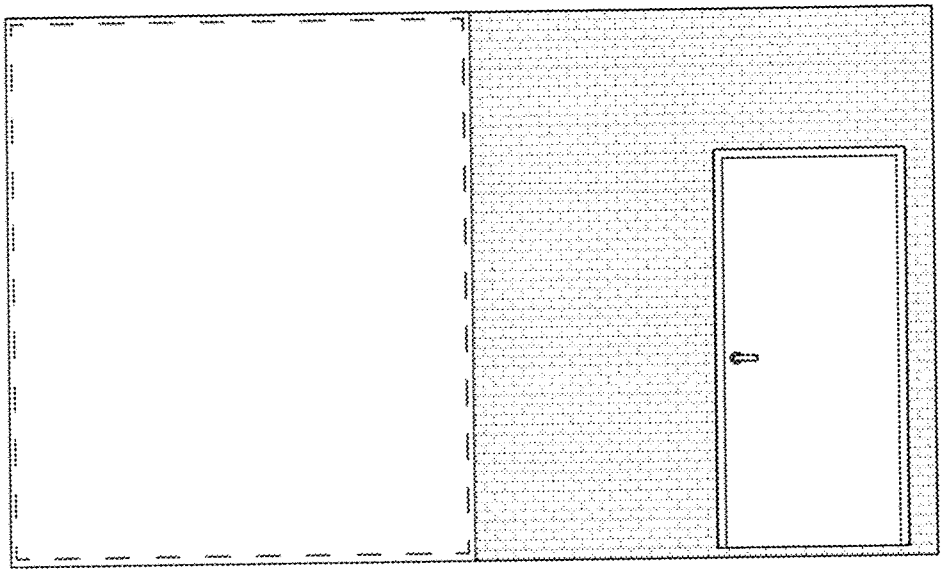


FIG 7

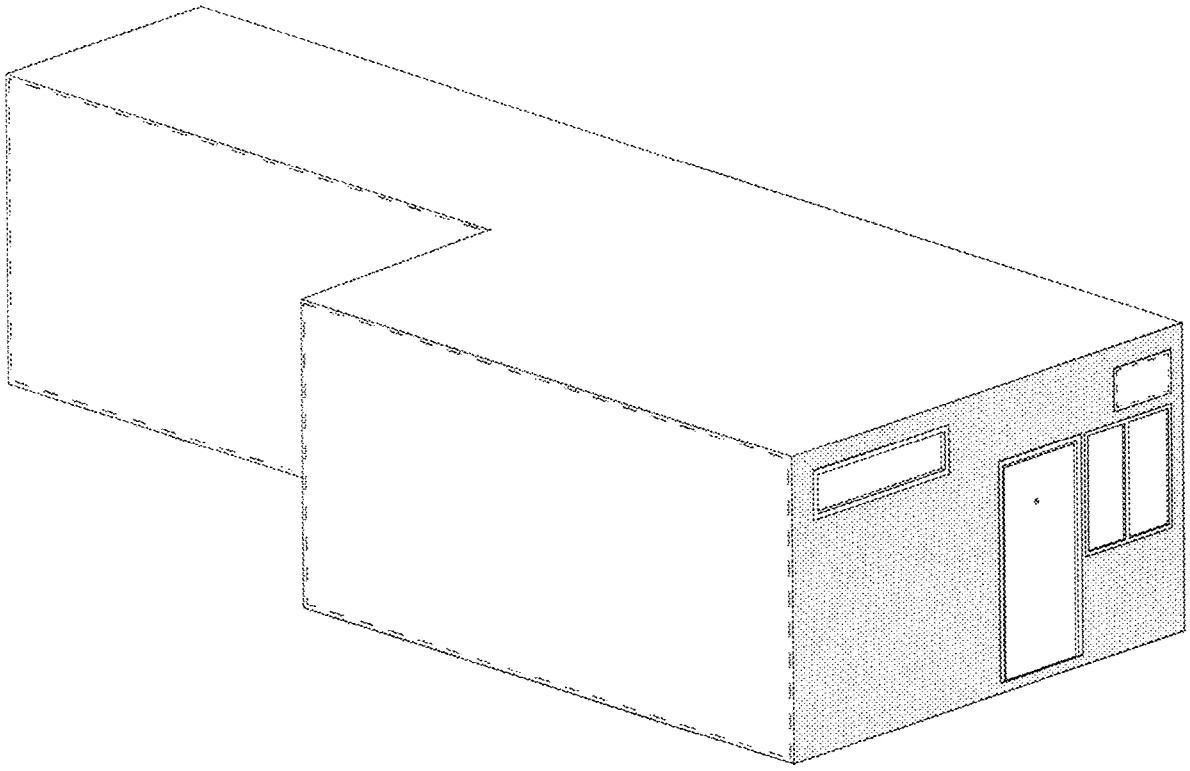


FIG 8

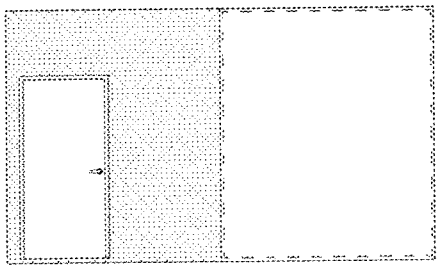


FIG 9

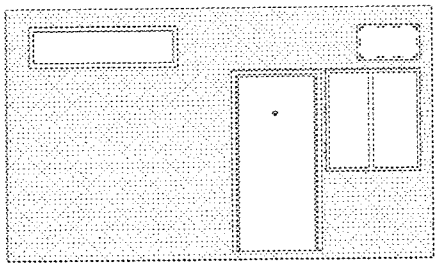


FIG 10

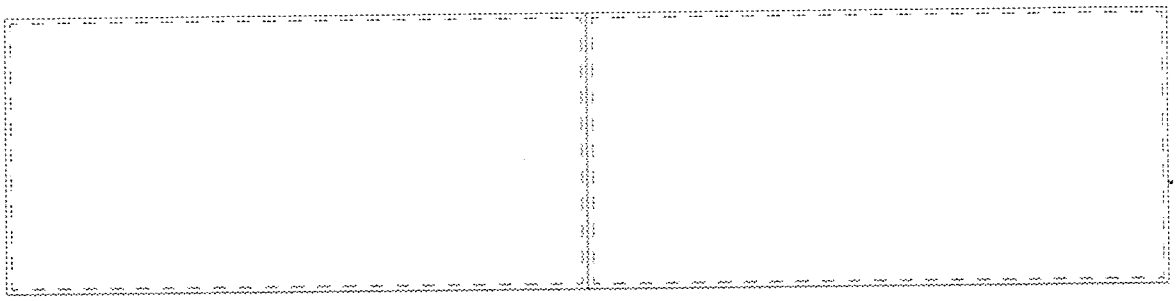


FIG 11

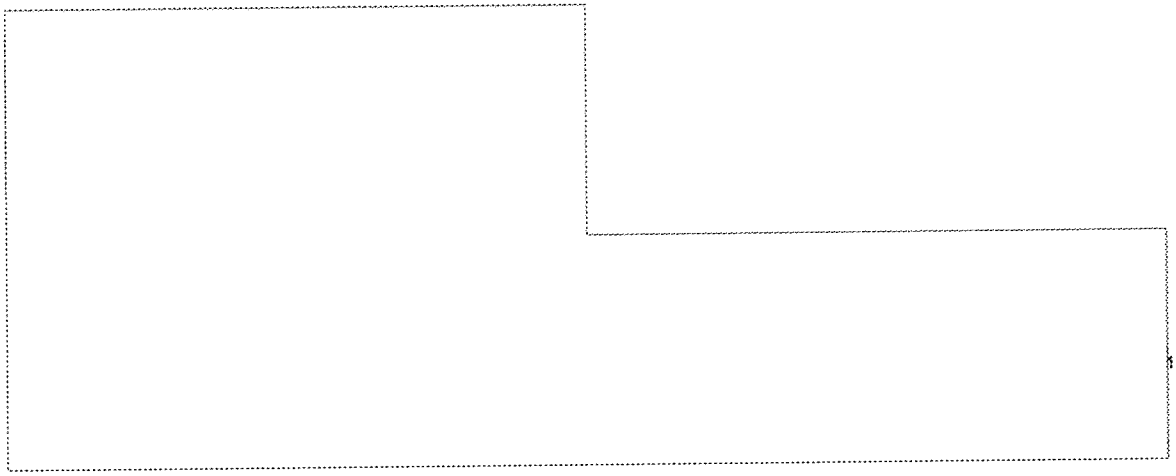


FIG 12

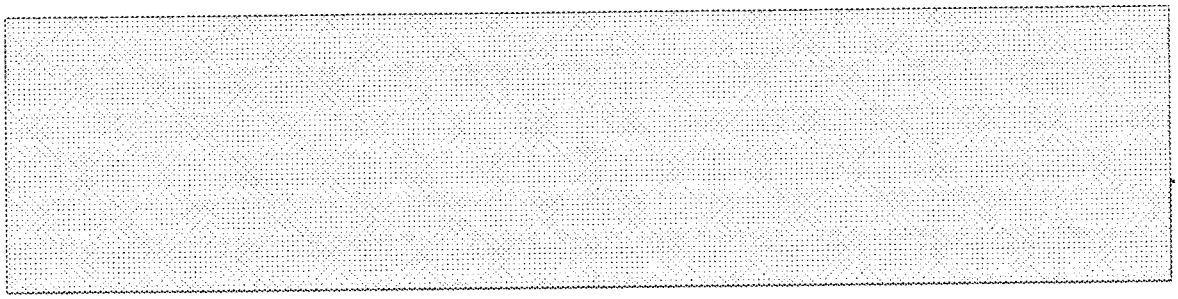


FIG 13

US0D1128086S

(12) United States Design Patent

Segall et al.

(10) Patent No.: US D1,128,086 S
(45) Date of Patent: ** May 26, 2026

(54) **SHIPPING CONTAINER HOUSING MODULE**

(71) Applicant: **Strategic Operations, Inc.**, San Diego, CA (US)

(72) Inventors: **Stuart C. Segall**, La Jolla, CA (US); **Cory Wessberg Segall**, La Jolla, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/795,607**

(22) Filed: **Jun. 18, 2021**

Related U.S. Application Data

(63) Continuation-in-part of application No. 29/737,994, filed on Jun. 13, 2020, now Pat. No. Des. 946,175.

(51) **LOC (15) Cl.** **25-03**

(52) **U.S. Cl.**
USPC **D25/59**; D25/33

(58) **Field of Classification Search**
USPC D25/1, 4, 32, 33, 34, 58, 59
CPC E04H 1/12; E04H 1/1205; E04H 1/005
See application file for complete search history.

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(Continued)

Primary Examiner — Brett Miller
(74) *Attorney, Agent, or Firm* — Enrique Monteagudo

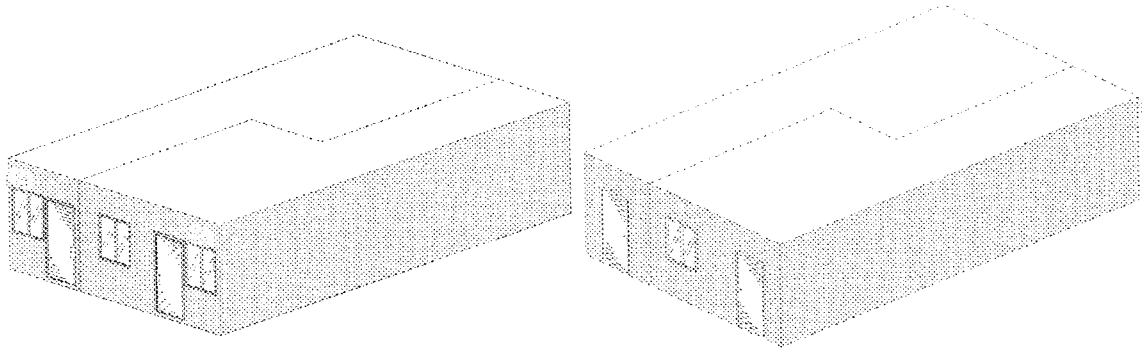
(57) **CLAIM**

The ornamental design for a shipping container housing module, as shown and described.

DESCRIPTION

FIG. **1** is a front perspective view of a shipping container housing module, showing the new design, according to one embodiment;
FIG. **2** is a front view thereof;
FIG. **3** is a right side view thereof;
FIG. **4** is a top view thereof.
FIG. **5** is left side view thereof;
FIG. **6** is back perspective view thereof; and
FIG. **7** is a back view thereof.
FIG. **8** is a front perspective view of a shipping container housing module, showing the new design, according to one embodiment;
FIG. **9** is a front view thereof;
FIG. **10** is a right side view thereof;
FIG. **11** is a top view thereof.
FIG. **12** is left side view thereof;
FIG. **13** is back perspective view thereof; and,
FIG. **14** is a back view thereof.
It is understood the design of FIGS. **8** through **14** is a mirror image of the design of FIGS. **1** through **7**, along a front/back centerline.
The items shown in the drawings with broken lines represent unclaimed portions of the shipping container housing module, and form no part of the claimed design. In particular, this includes door handles, door peep holes, and air conditioning grills.

1 Claim, 10 Drawing Sheets



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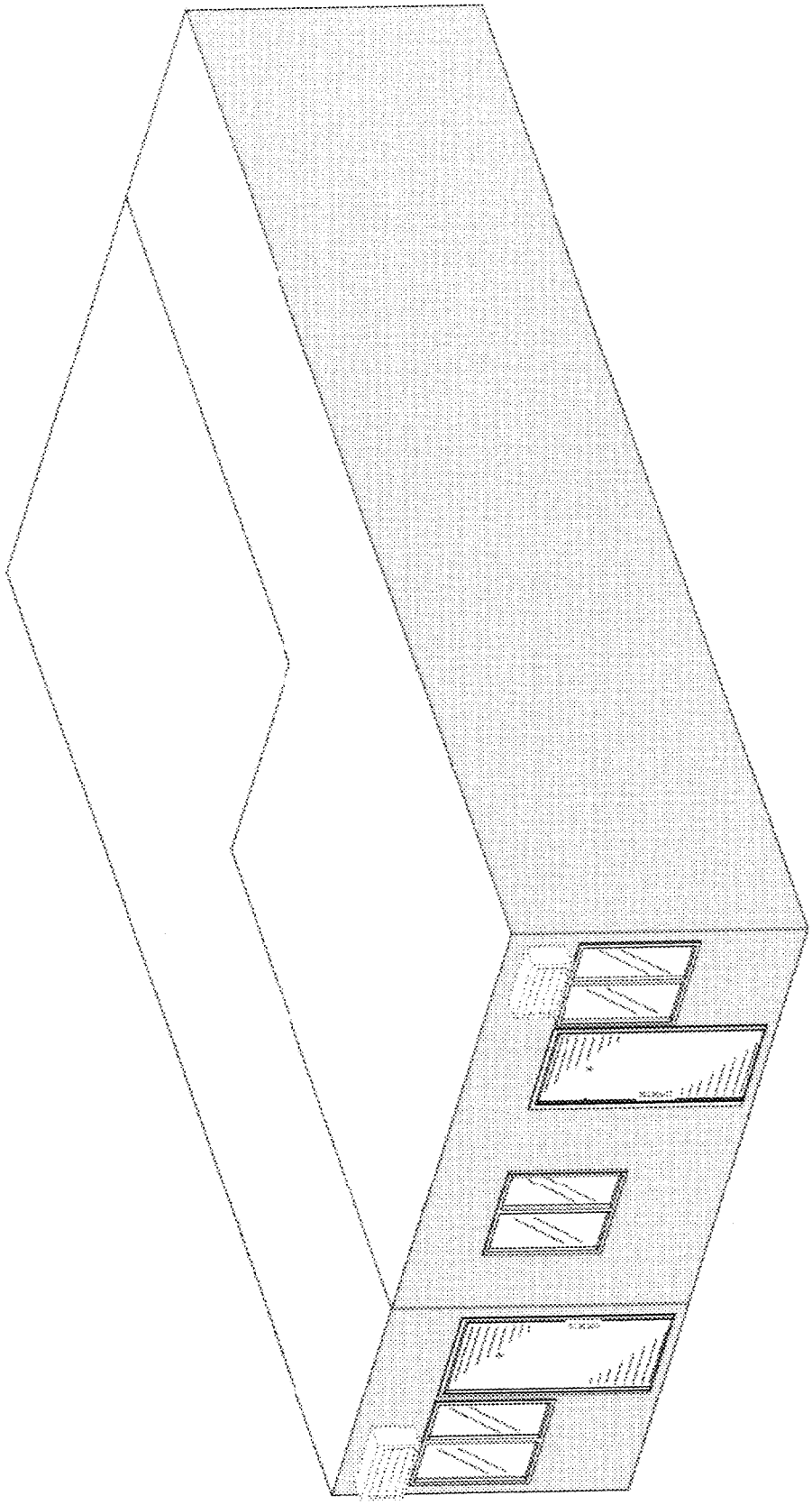


FIG 1

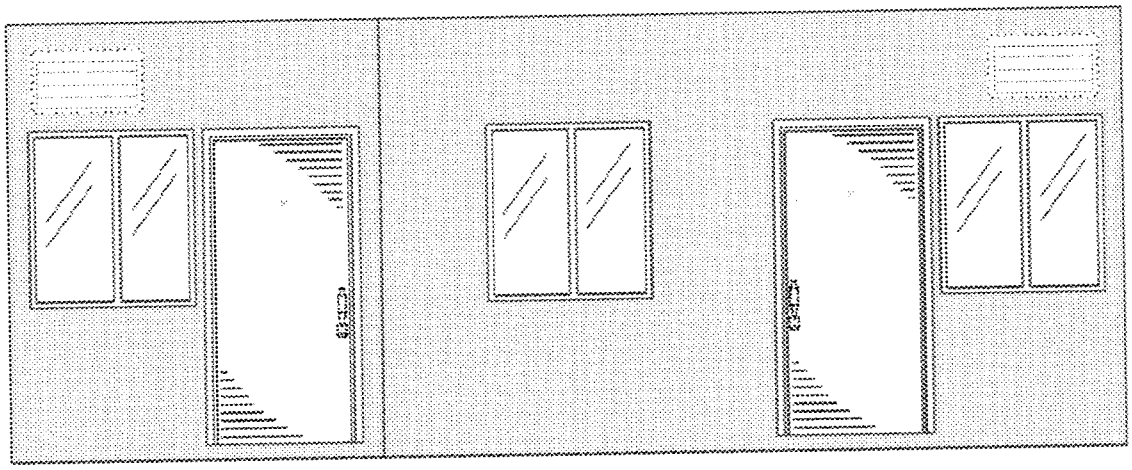


FIG 2

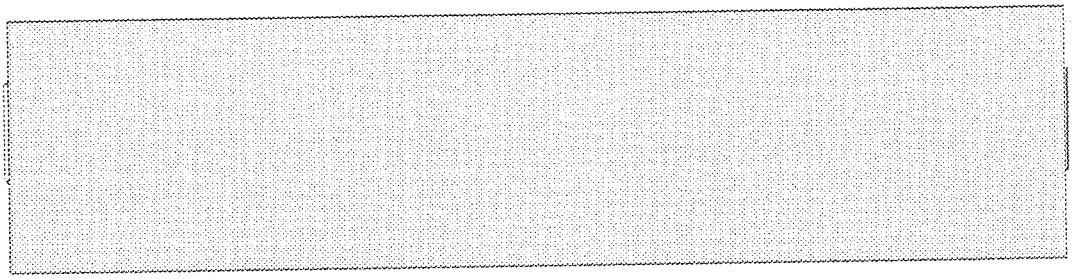


FIG 3

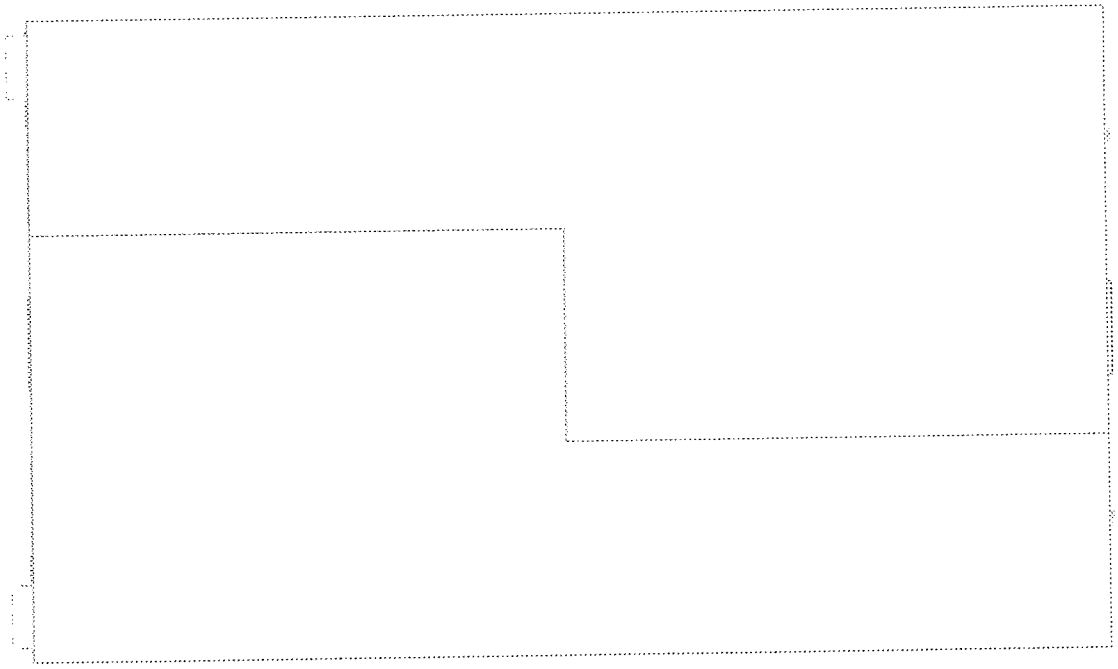


FIG 4

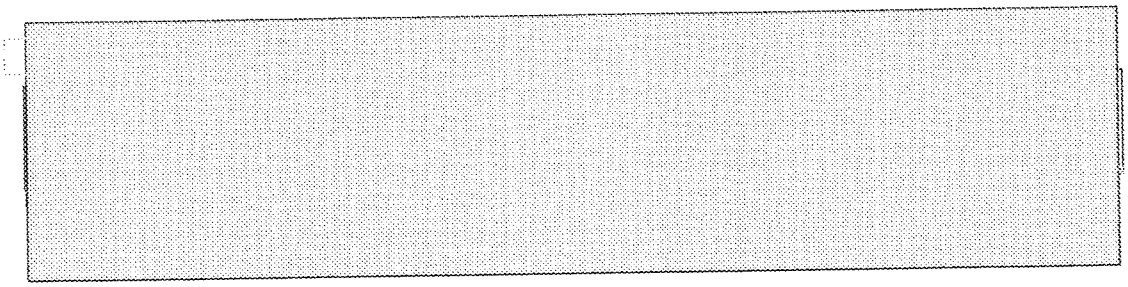


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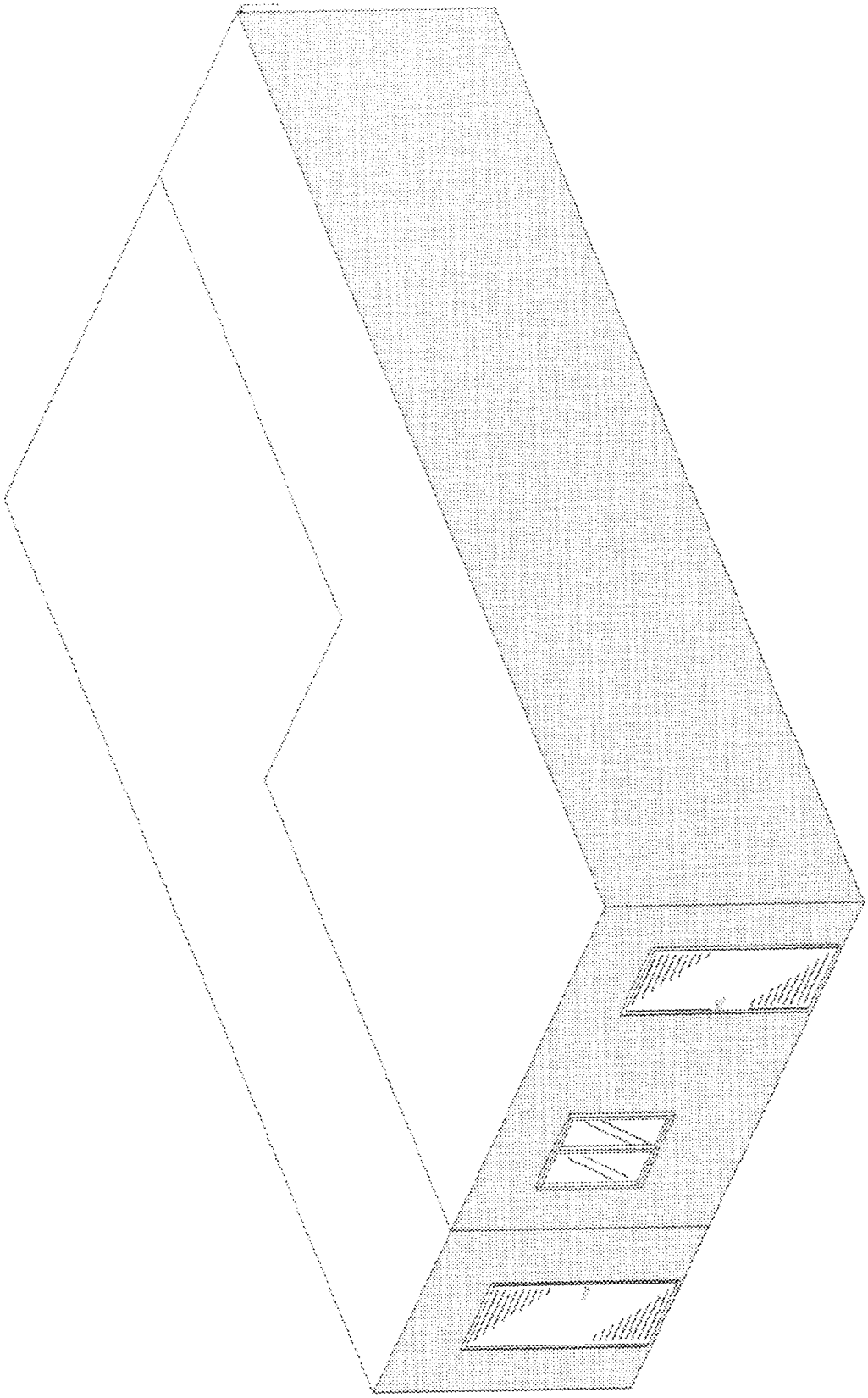


FIG 6

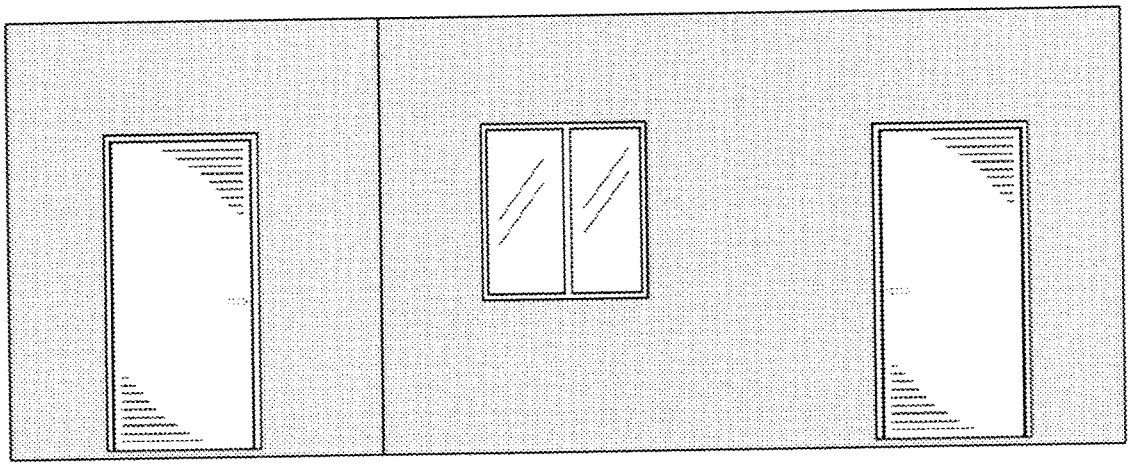


FIG 7

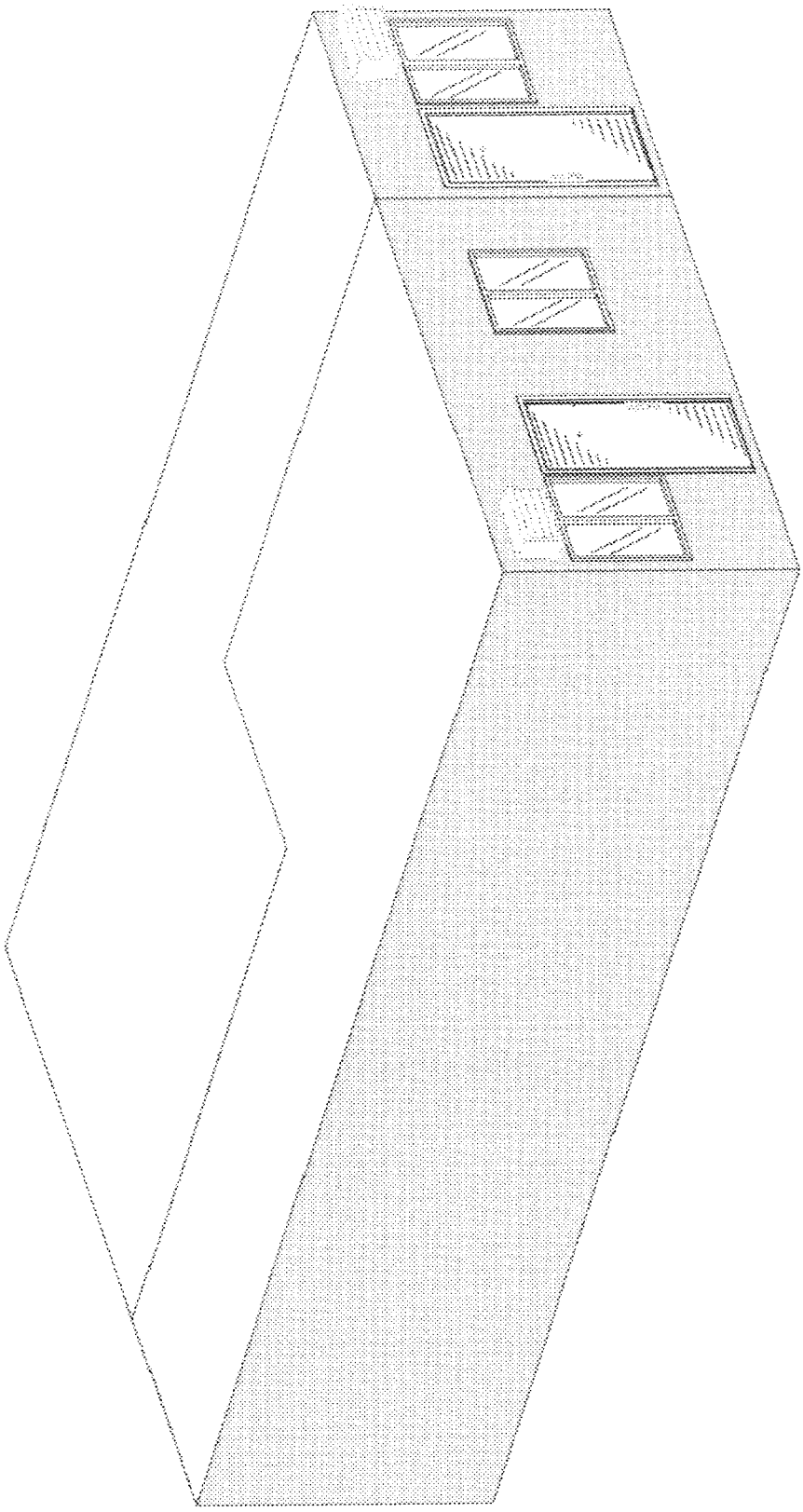


FIG 8

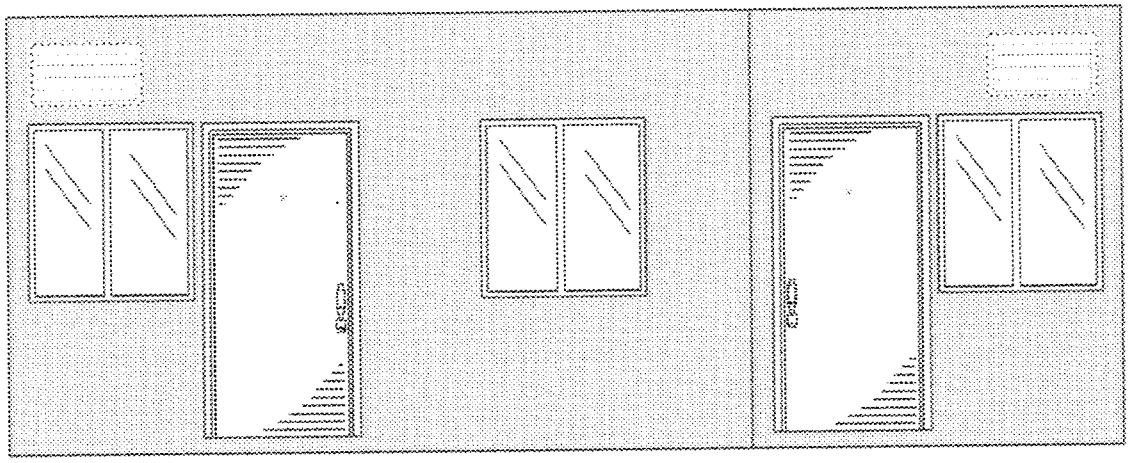


FIG 9

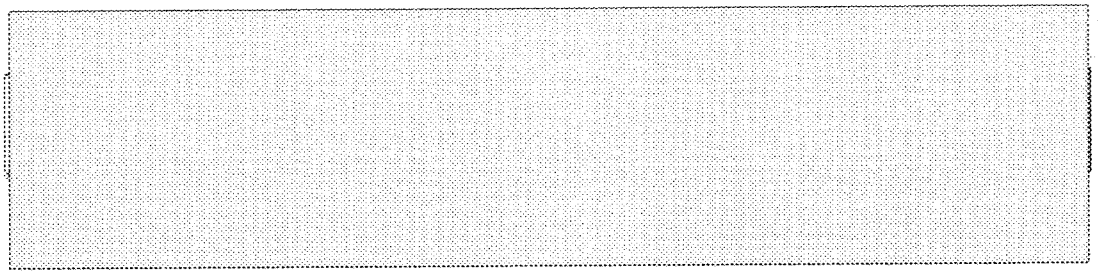


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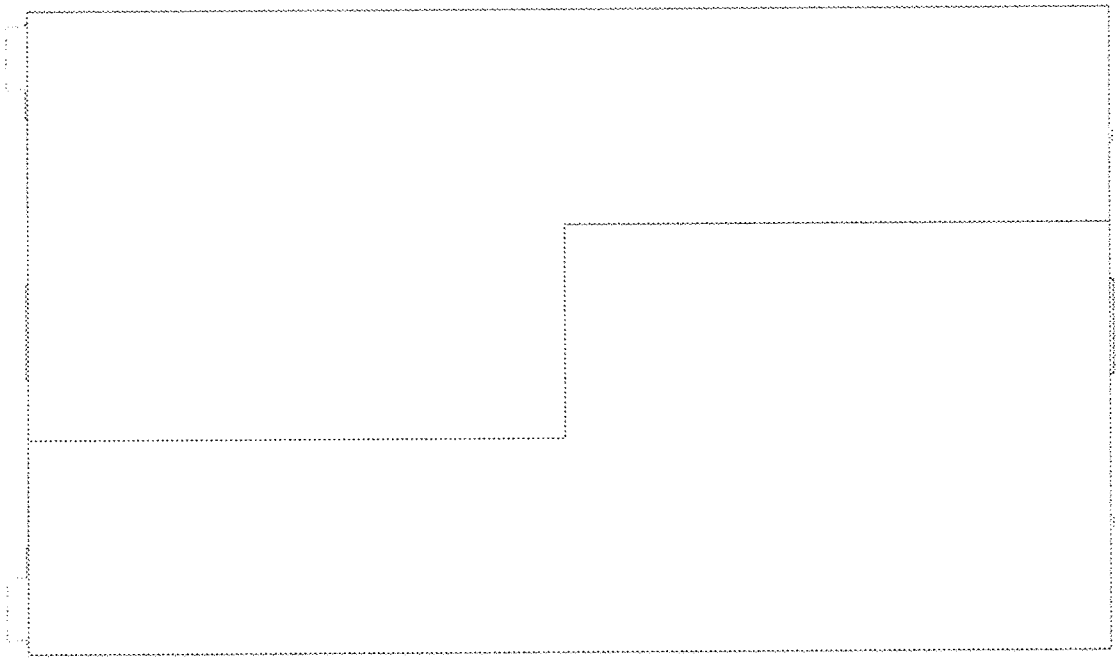


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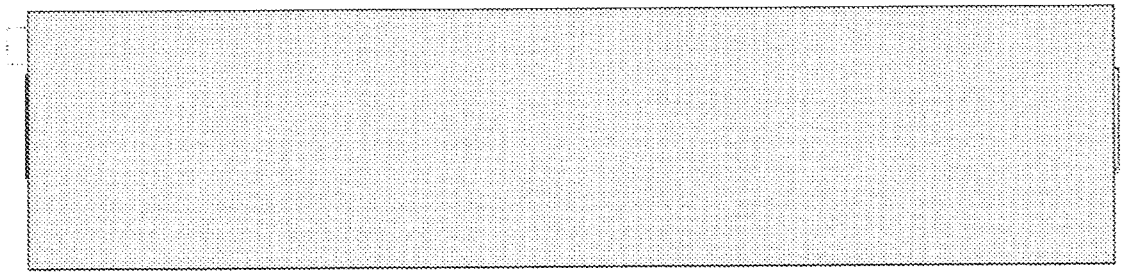


FIG 12

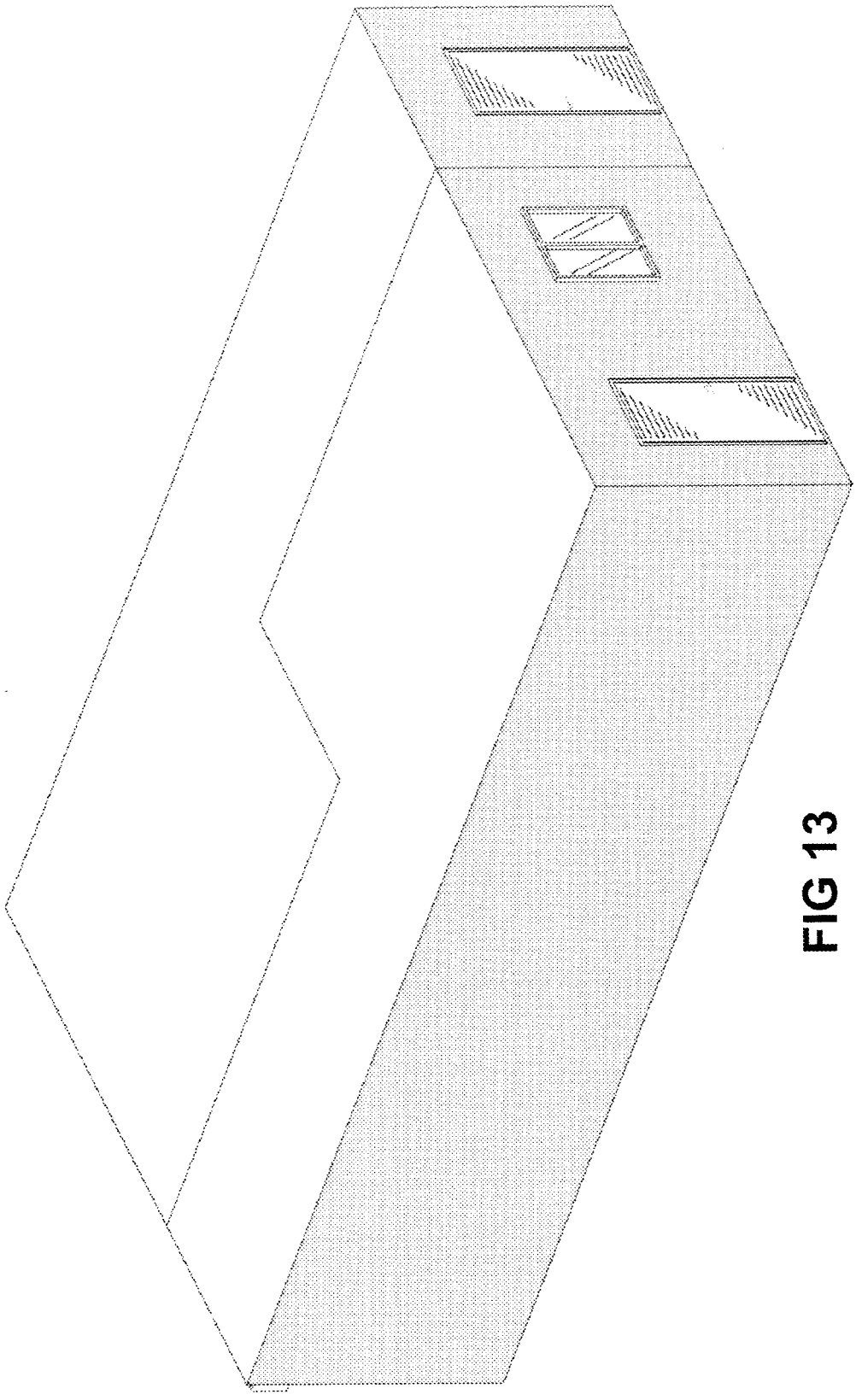


FIG 13

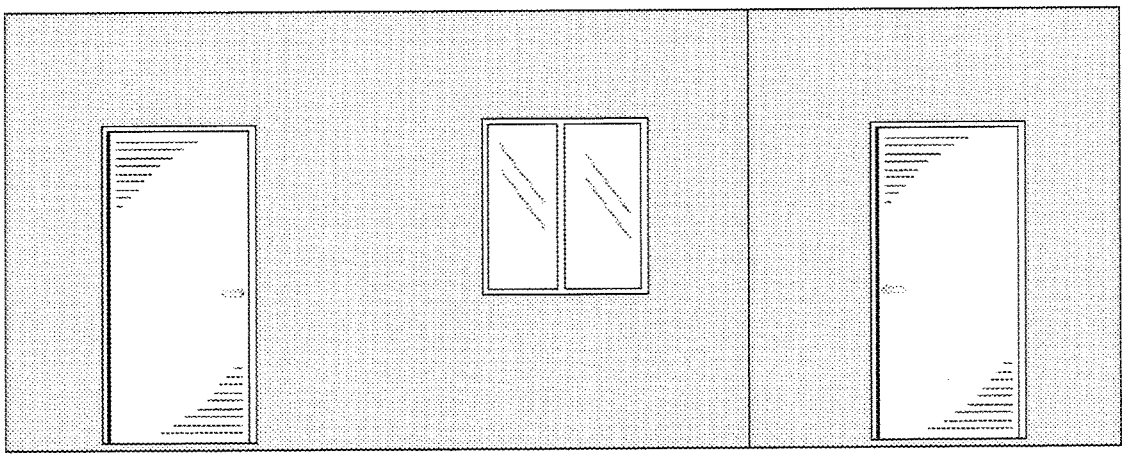


FIG 14

Client#: 1527464 STRATOPE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2026

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).

PRODUCER
USI Insurance Services, LLC
Lic # 0G11911
333 South Grand Avenue, Suite 1450
Los Angeles, CA 90071

CONTACT NAME: Alisha Alvarez
PHONE (A/C, No, Ext): 213 337-6400 FAX (A/C, No):
E-MAIL ADDRESS: alisha.alvarez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co.	44520
INSURER B : Evanston Insurance Company	35378
INSURER C : State Compensation Insurance Fund of CA	35076
INSURER D : General Star Indemnity Company	37362
INSURER E :	
INSURER F :	

INSURED
Strategic Operations, Inc.
4705 Ruffin Rd
San Diego, CA 92123-1611

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	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO253005	01/15/2026	01/15/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X		GMI124901	01/15/2026	01/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR	X	X	MKLV5EUL106400	01/15/2026	01/15/2027	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			93422162026	07/02/2026	07/02/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

The General and Automobile Liability Policies include automatic Additional Insured endorsements that provide Additional Insured status to the Certificate Holder, only when required by written contract, and only with regard to work performed on behalf of the Named Insured. The General Liability policy includes "Primary and Non-Contributory" language, applicable when required by written contract. The General Liability Policy includes a Waiver of Subrogation, applicable when required by written contract.

CERTIFICATE HOLDER

County of Nassau
200 County Seat Drive
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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KXBJ1

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is signed prior to the injury or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto".

   This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own; or

      (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

   b. This insurance applies to such liability assumed by the insured;

   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

   f. The indemnitee:

      (1) Agrees in writing to:

         (a) Cooperate with us in the investigation, settlement or defense of the "suit";

         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

         (c) Notify any other insurer whose coverage is available to the indemnitee; and

         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

      (2) Provides us with written authorization to:

         (a) Obtain records and other information related to the "suit"; and

         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V.** Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
   a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
   b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. **Appeals**

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.

c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or

b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.

b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

EVANSTON INSURANCE COMPANY

SCHEDULE OF UNDERLYING INSURANCE

Type of Policy / Carrier	Type of Limits	Limits Of Liability
General Liability Carrier: Crum & Forster Specialty Insurance Company Effective Date: 01/15/2026 Expiration Date: 01/15/2027	Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products and Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
Automobile Liability Carrier: National Specialty Insurance Company Effective Date: 01/15/2026 Expiration Date: 01/15/2027	Combined Single Limit	$1,000,000
Employee Benefits Liability Carrier: Crum & Forster Specialty Insurance Company Effective Date: 01/15/2026 Expiration Date: 01/15/2027	Each Employee	$1,000,000
	Aggregate	$1,000,000
General Liability Carrier: Vigilant Insurance Co. Effective Date: 01/02/2026 Expiration Date: 01/02/2027	Occurrence	$1,000,000
	General Aggregate	$2,000,000

	Products and Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
Automobile Liability Carrier: Federal Insurance Co. Effective Date: 01/02/2026 Expiration Date: 01/02/2027	Hired and Non-Owned Liability	$1,000,000

All Limits Of Insurance are Each Occurrence and Aggregate, if applicable.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto".

   This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

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All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. "Loss" caused by hitting a bird or animal; and

   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. Transportation Expenses

   We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. Loss Of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. Nuclear Hazard

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. War Or Military Action

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

   This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

   a. Permanently installed in or upon the covered "auto";

   b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

   c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

   d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

   a. "Loss" to any one covered "auto" is the lesser of:

   (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

   b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

   (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

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4. **Loss Payment – Physical Damage Coverages**

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:
   1. Damages because of "bodily injury" or "property damage"; or
   2. A "covered pollution cost or expense";

   to which this insurance applies, are alleged.

   "Suit" includes:
   a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

INTRODUCTION

In return for the payment of premium and subject to all terms and conditions of this policy, we (the State Compensation Insurance Fund) agree with you (the employer named in the Declarations) as follows:

GENERAL SECTION

A. The Policy

This policy, including the Declarations and all endorsements and schedules issued by us to be part of this policy, constitutes the entire contract of insurance. It is a contract of insurance between you and us. It is non-transferable. The only agreements relating to this insurance are stated in this policy.

The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

No condition, provision, agreement or understanding not stated in this policy contract will affect any rights, duties or privileges in connection with this policy contract. This policy will begin at 12:01 a.m. on its effective date, as shown in the Declarations.

B. Who Is Insured

You are insured if you are the employer named in the Declarations.

If the employer is a partnership, and if you are one of its named partners, you are insured, but only in your capacity as an employer of the partnership's employees.

This policy does not insure the liability of any employer other than the employer named in the Declarations.

C. Workers' Compensation Law

Workers' compensation law means the Workers' Compensation Laws of the State of California. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law, or the provisions of any law that provide nonoccupational disability benefits.

D. Locations

This policy covers all of your California workplaces listed in the Declarations and endorsements, and it covers all of your other California workplaces unless specifically excluded by endorsement.

E. Who Is Eligible To Receive Workers' Compensation Benefits

Your employees (or in the event of their death, their dependents) are eligible for benefits under this policy. Employees who are excluded under workers' compensation law are not eligible for benefits under this policy, unless they have been included by endorsement.

If you are named in the Declarations as an Individual Employer or a Husband and Wife / Spouse and Spouse Employer, you are not eligible for benefits under this policy, unless included by endorsement.

PART ONE: WORKERS' COMPENSATION INSURANCE

A. How This Insurance Applies

This workers' compensation insurance applies to bodily injury by accident or bodily injury by disease, including death resulting therefrom, subject to the following conditions:

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due, to those eligible under this policy, the benefits required of you by the workers' compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim or proceeding instituted against you before the Workers' Compensation Appeals Board for benefits payable by this workers' compensation insurance. We have the right to, and may at our discretion, investigate and settle these claims or proceedings. We will use attorneys selected by us including, but not limited to, our

internal legal staff.

We have no duty to defend any claim, proceeding or suit that is not covered by this workers' compensation insurance.

We have no duty to defend any claim against you for the discharge, coercion, or discrimination against any employee in violation of the law.

Unless prohibited by law, we may, at your request, defend you using attorneys selected by us including, but not limited to, our internal legal staff against a claim of serious and willful misconduct instituted before California's Workers' Compensation Appeals Board.

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If defense for a serious and willful misconduct claim is accepted by State Fund, such representation is limited to proceedings before California's Workers' Compensation Appeals Board only and does not extend to any other tribunal.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this workers' compensation insurance, as part of any claim or proceeding we defend before the Workers' Compensation Appeals Board:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this workers' compensation insurance;
3. Litigation costs for which we are responsible;
4. Interest on an award, as required by law; and,
5. Expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this workers' compensation insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including, but not limited to, those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation;
4. you discharge, coerce or discriminate against any employee in violation of the law;
5. of injury to an employee under the minimum age specified in the workers' compensation law and illegally employed at the time of injury;
6. of an increase in indemnity payments due to your failure to provide us with timely and proper notice required by law. We may seek reimbursement for any of these amounts paid on your behalf; or
7. of sanctions imposed on you by the Workers' Compensation Appeals Board.

If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We may enforce your rights, and the rights of persons entitled to the benefits of this workers' compensation insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance for an injury occurring while this policy is in force.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance, subject to the provisions, conditions, and limitations of this policy.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the workers' compensation law that applies to:
   a. benefits payable by this insurance;
   b. special taxes, assessments, and payments into security or other special funds, and assessments payable by us under that law.
6. Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
7. Terms of this insurance that conflict with the workers' compensation insurance law in effect during the policy period are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO: EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employer's liability insurance applies to bodily injury by accident or bodily injury by disease of an

employee. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the suit and any related legal actions for damages for bodily injury by accident or by disease must be brought under the laws of the State of California.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees eligible for benefits under this policy, provided the bodily injury is covered by this employer's liability insurance.
The damages we will pay, where recovery is permitted by California law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for the consequential bodily injury that is covered by this employer's liability insurance to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of the law, or where insurance for liability is prohibited by law or contrary to public policy;
3. Damages or bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Damages or bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside of the State of California. This exclusion does not apply to bodily injury to an employee covered under this policy, who is temporarily outside of the State on a specific assignment;
7. Damages or bodily injury arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against, or termination of any employee, or from any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (42 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Mine Safety and Health Act (30 USC Sections 801-945), and other federal workers' compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of any law; or
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this employer's liability insurance. We have the right to, and may at our discretion, investigate any claims. We have the right to settle these claims, proceedings, and suits. We may use counsel of our choice.

We have no duty to defend a claim, proceeding or suit that is not covered by this employer's liability insurance. We have no duty to defend or continue defending after we have paid our limit of liability under this employer's liability insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this employer's liability insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this employer's liability insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law, until we offer the amount due under this employer's liability insurance; and,
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this employer's liability insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limit Of Liability

Our liability to pay for damages, including defense costs, is limited. Our limit of liability, including defense costs, is shown in the Declarations or endorsements. It is the most we will pay for all damages covered by this employer's liability insurance because of bodily injury to one or more employees in any one accident or occurrence, or series of accidents or occurrences, arising out of any one event.

We will not pay any claims for damages after we have paid the limit of our liability, including defense costs, under this employer's liability insurance.

H. Recovery From Others

We may enforce your rights to recover our payment from anyone liable for an injury covered by this employer's liability insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this employer's liability insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined with our consent or by actual trial and final judgment.

This employer's liability insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE: COVERAGE OF CALIFORNIA EMPLOYEES OUTSIDE OF CALIFORNIA

This coverage is identical to Part One of this policy. It applies to your California employees who are eligible for benefits under this policy while they are temporarily working anywhere outside of California on a specific assignment.

PART FOUR: YOUR DUTIES IF INJURY OCCURS

Tell us at once if an injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical treatment and other services required by the workers' compensation law.
2. Give us or our representative the names and addresses of the injured persons and of witnesses, and other information we may need, as required by California Workers' Compensation Law.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit. In the event of an accident wherein a third party may be at fault, preserve evidence of the accident.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE: PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans, and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this workers' compensation insurance.

B. Classifications

The Declarations show the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy

period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates, and premium basis by endorsement to this policy. You are responsible for telling us at once of any change in classification.

C. Premium Calculation

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees eligible for benefits under this policy while engaged in work covered by this policy; and,
2. all other persons engaged in work that could make us liable under Part One of this policy. If you do not have payroll records for these persons, the contract price for their services and/or other records may be used to determine the premium basis. This paragraph will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.

D. Payroll Reports And Premium Payments

You will submit all payroll reports and pay all premium when due.

E. Final Premium

The premium shown on the Declarations, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual premium basis and the proper classifications, rates, and rating plans that lawfully apply to the business and work covered by this policy. If you do not provide us with the information necessary to determine the actual premium basis, an estimated premium basis will be used. If the final premium is more than the premium you paid to us, you must pay us the balance. If the final premium for all policy years is less than the premium you paid to us, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals and/or rating plans provide otherwise.

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by any short-rate cancellation table and procedure in our manuals and/or rating plans. Final premium will not be less than the minimum premium.

F. Records

You will keep all records of information needed to conduct audits and compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records for this policy. These records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, documented and undocumented financial transactions, financial records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. The rating organization designated by the Insurance Commissioner has the same rights we have under this provision.

H. Rate Changes

Premium may be subject to midterm adjustment, for the unexpired term of the policy, pursuant to the Insurance Commissioner's power to disapprove rates.

PART SIX: CONDITIONS

A. Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections relate to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The rating organization designated by the Insurance Commissioner has the same rights we have under this provision.

B. Long Term Policy

If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

C. Transfer Of Your Rights And Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must provide advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
   a. Non-payment of premium;
   b. Failure to report payroll;
   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
   e. Material misrepresentation made by you or your agent;
   f. Failure to cooperate with us in the investigation of a claim;
   g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
   h. The occurrence of a material change in the ownership of your business;
   i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
   j. The occurrence of any change in your business or operations that requires additional or different classifications for premium calculation;
   k. The occurrence of any change in your business or operations which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in Items (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in the Declarations will be sufficient to prove notice.
4. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice. Mailing that notice to you at your mailing address shown in the Declarations will be sufficient to prove notice. In the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
5. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California, and 20 days if the place of mailing or your mailing address is outside of the United States.
6. The policy period will end on the date and hour stated in the cancellation notice.
7. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Notice

Providing policy related documents to you by mail at the mailing address shown in the Declarations or endorsements will be sufficient to prove notice.

Notice may be sent by other means, as the law allows, and proof of such notice will be in accordance thereof.

You are responsible for providing written notice to us at once when the information contained in the Declarations or endorsements is no longer accurate or does not represent your operations. You must tell us at once of any changes in classification of your employees.

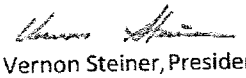
F. Participating Provision – Dividends

Our Board of Directors has sole authority concerning whether or not to declare a dividend, and for determining the criteria for participating in any dividend plans. You will be eligible to participate in dividend plans applicable to this policy which may be approved by our Board of Directors, if, and only if:

1. You are in full compliance with this policy;
2. You meet all of the criteria established by our Board of Directors in its resolution declaring the dividend; and,
3. You meet and fully comply with all of the procedures established by us to implement the dividend, as authorized by our Board of Directors.

Under California law, it is unlawful for an insurer [us] to promise the future payment of dividends under an unexpired workers' compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the [our] Board of Directors or other governing board [of the Company] following policy expiration. Forfeiture of right to, reduction in the amount of, or delay in payment of a policyholder's dividend due to the policyholder's failure to accept renewal of the policy or subsequent policies issued by the same insurer is illegal and constitutes an unfair practice.

Issued at Pleasanton, California.



Vernon Steiner, President & CEO

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Certified: --

B-12-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 2, 2026 11:20AM

NIFS ID: B90611-25G

Capital: **X**

Contract ID #: **B90611-25G**

NIFS Entry Date:

DPW Contract Number: **B90611-25G**

Department: Public Works

Service: **Supreme Court Elevator Rehabilitation and Modernization B96011-25G B12-26**

Term: **11 Months from the Notice to Proceed**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Centennial Elevator Industries, Inc**	ID#:**112379315**
Main Address: **24-35 47th Street Astoria, NY 11103**	
Main Contact: **William Hind**	
Main Phone: **(718) 726-5900**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ekobel@nassaucountyny.gov,ldionisio@nassaucountyny.gov,lcaruso@nassaucountyny.gov,sean.chow@jacobs.com, vyeung@nassaucountyny.gov,jneuman@nassaucountyny.gov**

Contract Summary

Purpose: This contract is for construction services in connection with the Rehabilitation and Modernization of passenger elevators 3, 4, and 5 at Nassau County Supreme Court Drive, Mineola, NY 11501. The original passenger elevator equipment and finishes are beyond their useful life and require immediate replacement to prevent recurring breakdowns and outages.

Procurement History: The contract was advertised on February 4, 2026. Two bids were received and opened on March 17, 2026. Centennial Elevator Industries, Inc. with a bid $2,507,485.00 was the lowest responsible bidder.

Description of General Provisions: This contract is for construction services in connection with the Rehabilitation and Modernization of passenger elevators 3, 4, and 5 at Nassau County Supreme Court Drive, Mineola, NY 11501. The original passenger elevator equipment and finishes are beyond their useful life and require immediate replacement to prevent recurring

breakdowns and outages. Contract term is eleven months from the Notice to Proceed.

Impact on Funding / Price Analysis: The funding in the amount of $2,507,485.00 is available from Capital Project Number 90407.

Change in Contract from Prior Procurement: New procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: B90611-25G

Advertised On: 02/04/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 03/17/2026

Number of bids received: 2

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 90407 025	01	$2,507,485.00
Project Number 90407 Project Detail 025								
						TOTAL		**$2,507,485.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$2,507,485.00
Other	$0.00
Total	**$2,507,485.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	06/22/2026 02:27PM	Approved
NIFS Final Approval	Christopher Yansick	06/24/2026 07:50AM	Approved
Final Approval	Christopher Yansick	06/24/2026 07:50AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	06/24/2026 07:53AM	Approved
Final Approval	Christopher Yansick	06/24/2026 07:53AM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	06/24/2026 12:40PM	Approved
Approval as to Form	Kemely Weiss	06/25/2026 02:30PM	Approved
NIFS Approval	Mary Nori	06/25/2026 04:24PM	Approved
Final Approval	Mary Nori	06/25/2026 04:24PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	06/24/2026 12:50PM	Approved
NIFA Approval	Christopher Nolan	06/24/2026 02:21PM	Approved
Final Approval	Christopher Nolan	06/24/2026 02:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/25/2026 04:55PM	Approved
DCE Compliance Approval	Robert Cleary	06/30/2026 04:33PM	Approved
Vertical DCE Approval	Arthur Walsh	07/01/2026 04:00PM	Approved
Final Approval	Arthur Walsh	07/01/2026 04:00PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	07/02/2026 11:06AM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B12-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CENTENNIAL ELEVATOR INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B90611-25G, for NASSAU COUNTY SUPREME COURT ELEVATOR REHABILITATION & MODERNIZATION – NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of CENTENNIAL ELEVATOR INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 2,507,485.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Centennial Elevator Industries, Inc.

as Principal; and Fidelity and Deposit Company of Maryland as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Attached Bid dollars ($ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 13th day of March, 2026

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. B90611-25G for the

Nassau County Supreme Court Elevator Rehabilitation and Modernization

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Centennial Elevator Industries, Inc.
Contractor

by _____ CFO (L.S.) (Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Fidelity and Deposit Company of Maryland
Surety

by _____ (L.S.)
Title of Officer
Kimberly A. Ritchie, Attorney-in-Fact

Witness: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Sophia Smith, Witness

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Queens)

On this 16th day of March , 20 26 , before me personally came William Hyad to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CFO of the Centennial Elevator Industries, Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

DAVID GARCIA
Notary Public - State of New York
NO. 01GA6398184
Qualified in Rockland County
My Commission Expires Sep 23, 2027

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:
COUNTY OF ALBANY)

On this 13th day of March , 2026 , before me personally came Kimberly A. Ritchie to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Kimberly A. Ritchie further said that he is acquainted with Fidelity and Deposit Company of Maryland and knows him to be the Attorney-in-Fact of said company; that the signature of the said Kimberly A. Ritchie subscribed to the within instrument is in the genuine handwriting of the said Kimberly A. Ritchie and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Kimberly A. Ritchie .

Yendrica Nunez Espinal
Notary Public, State of New York
Qualified in Albany County
No. 01NU0044164
Commission Expires 11/26/2029

Notary Public

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2024

ASSETS

Bonds		$ 181,162,758
Stocks		18,212,825
Cash and Short-Term Investments		2,411,982
Reinsurance Recoverable		20,361,515
Federal Income Tax Recoverable		10,150
Other Accounts Receivable		26,284,837
TOTAL ADMITTED ASSETS		$ 248,444,067

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 103,295
Ceded Reinsurance Premiums Payable		45,005,200
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 45,108,495
Capital Stock, Paid Up	$ 5,000,000	
Surplus	198,335,572	
Surplus as regards Policyholders		203,335,572
TOTAL		$ 248,444,067

Securities carried at $78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be $236,552,538 and surplus as regards policyholders $191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2025.

Notary Public

Official Seal
KATHERINE R SCHULTZ
Notary Public, State of Illinois
Commission No. 686903
My Commission Expires December 7, 2027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michele A. DERY, Lisa A. JENKINS, Jaymie P. COLUMBUS, Kimberly A. RITCHIE of Whippany, NewJersey,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of June, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

GENEVIEVE M. MAISON NOTARY PUBLIC STATE OF CONNECTICUT

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of March, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

NASSAU COUNTY
SUPREME COURT ELEVATOR
REHABILITATION & MODERNIZATION

CONTRACT NO.: B90611-25G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Centennial Elevator Industries, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 24-35 47th St. Astoria, NY 11103

Telephone: 718-726-5700 Date: 3/16/26

Fax Tel.: 718-728-0217 E-MAIL: whind@centennialelevator.com

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
Richard L'Esperance	[redacted]
Eric L'Esperance	[redacted]

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Richard L'Esperance

President's Domicile: [redacted]

Name of Vice President: Eric L'Esperance

Vice President's Domicile: [redacted]

Corporate Officer: William Hing Title: CFO

Corporate Officer's Domicile: [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

Nassau County Department of Public Works
Nassau County Supreme Court Elevator Modernization
100 Supreme Court Drive, Mineola, NY

GENERAL CONSTRUCTION
CONTRACT NO.: B90611-25G

Item No.	Type	Description	Amount Bid	
			Dollars	Cents
1	LUMP SUM	LUMP SUM for furnishing all labor, materials and equipment required for all **General Construction** work associated with the modernization and rehabilitation of three (3) existing passenger elevators (Elevators #3, # 4, 5) and other Work indicated in the Contract Documents.	2,145,700	00
2	ALLOWANCE	Include in bid an allowance of 5% of the lump sum bid for items unforeseen or not specifically characterized in the contract documents, encountered during the course of construction as directed by the County.	107,285	00
3	ALLOWANCE	Include in bid an allowance of Two Hundred Fifty Thousand Dollars ($250,000.00) for Repair/Maintenance of Elevator Car #5 through the duration of Construction Phase One until such time that Elevator Car #5 is taken out of service for Construction Phase Two.	$250,000	00
4	ALTERNATE 1	Include an add-alternate for the installation of new ADA compliant call buttons at second, third and fourth floors located between Elevator Car #5 and Elevator Car #4 and associated work to make completely functional as indicated in the Contract Documents.	4,500	00

TOTAL AMOUNT BID $ 2,507,485 00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS): TWO MILLION FIVE HUNDRED SEVEN THOUSAND FOUR HUNDRED EIGHTY FIVE AND 00/100 DOLLARS

BASIS OF AWARD: Bids on Lump Sum Contracts will be compared on the basis of the total bid price, arrived at by taking the Sum of each Bid Item, including Allowance Item(s), if any, and plus or minus the cost difference of the Alternate(s), if any, as may be selected by the Architect and/or Owner. The sum of all "Amounts Bid" will determine the low bid and the subsequent award of this Contract.

BID SECURITY: Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

NOTE TO BIDDERS: Prospective bidders must possess a license to handle hazardous materials in the State of New York and shall present evidence of sufficient experience to be qualified as a "Responsible Bidder" (in addition to other requirements as stated in the bid documents).

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County..

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
	Controller	MCE
	Machine	Imperial
	Door Operator	GAL
	Fixtures	Monitor
	Pit Buffers	Hollister Whitney

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Centennial Elevator Industries Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: _____

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: [redacted]

Municipal Licensing Agency: New York City

By: _____ Date: 3/12/26

(Print): William Hinz Title: CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

William Hinn Being duly sworn, deposes and says: That he resides at [redacted], that he is the CFO of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 16th day of March 2026.

Notary Public

MONIKA BALABAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6412515
Qualified in Queens County
My Commission Expires 01-04-2029

NO TEXT ON THIS PAGE

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 3/16/26

Signature: [signature]

Name: WILLIAM HINO

Title: CFO

Contractor Name: CENTENNIAL ELEVATOR INDUSTRIES INC

Contractor Address: 24-35 47TH ST
ASTORIA, NY 11103

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. B90611-25G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Centennial Elevator Industries Inc. 29-39 49th St. Astoria NY 11103 Federal ID N [redacted]	Nassau County Supreme Court Elevator Rehabilitation	3/17/26	2,507,485.00

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [☒] ,skip to bottom of form, and sign it as required. (Elevator work)

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: CFO Date: 3/16/26

DOCUMENT INCLUDED IN WICK'S ENVELOPE (SEALED)

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Federal ID No.:			

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature:_____ Title:_____ Date:_____

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

3/16/26 — WILLIAM HINO CFO

Signature/Date — Print Name and Position

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

CENTENNIAL ELEVATOR IND INC.
(Name of Business)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 51

   b. as a Subcontractor 51

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	5160	95	New York City Housing Authority Queensbridge Houses North - 47 elevators Mathew Dockery - 718-730-8214

#1

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	5160	100	40 Worth Street, New York, NY Tom Lambe 212-227-0784 8 elevators
	5160	100	New York City Housing Authority McKinley Houses - 10 elevators Mathew Dockery 718-730-8214

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard L'Esperance	President	30	Elevator Work Construction	All Levels

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
N/A			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
General Liability	Hub	$1 MM	4/1/25 - 4/1/26
Workers Comp	NYSIF	Statutory	4/1/25 - 4/1/26
Auto	State Farm/Progressive	$1 MM	5/2/25 - 5/2/26

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

William Hinn Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the CFO of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 16th day of March , 2026.

MONIKA BALABAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6412515
Qualified in Queens County
My Commission Expires 01-04-2029

Notary

(Form of Affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Centennial Elevator Ind Inc.

TELEPHONE NUMBER: 718-726-5900

WORK SITE OR FACILITY NAME: Nassau County Supreme Court

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: Nassau County Supreme Court

Signature

3/16/26
Date

William Hino CEO
Print Name and Title of Signer

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Hinn — 3/16/26
Name and Title of Authorized Representative — m/d/yy

[signature] — 3/16/26
Signature — Date

Centennial Elevator Industries Inc.
Name of Organization

24-35 47th St. Astoria NY 11103
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Centennial Elevator Industries Inc
Address (street/city/state/zip code):	24-35 47th St. Astoria NY 11103
Authorized Representative (name/title):	William Hino / CFO
Authorized Signature:	
Contract Number:	B90611-25G
Contract/Project Name:	Nassau County Supreme Court
Contract/Project Description:	Elevator Rehabilitation and Modernization

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	2,507,485.00		
Total MBE Dollar Amount	0	MBE Contract Percentage	0
Total WBE Dollar Amount	0	WBE Contract Percentage	0
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0
Total Combined M/WBE/SDVOB Dollar Amount	0	Combined M/WBE/SDVOB Contract Percentage	0

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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APPENDIX V

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Centennial Elevator Industries Inc

Contract Title: Nassau County Supreme Court Elevator Rehabilitation

Contract Number: B90611-25G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

3/16/26
Date

William Hing
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

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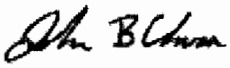
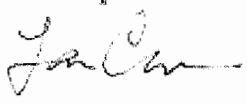
APPENDIX X

BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: B90611-25G

Project Description: Nassau County Supreme Court Elevator Rehabilitation

The prospective lower tier participant Centennial Elevator Ind Inc (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Nassau County [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 16th day of March, 2026.

By _____ Signature of Authorized Official

William Hinn CFO Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: CENTENNIAL ELEVATOR

Bid/Proposal No.: B90611-25G

I, WILLIAM HING, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 3/16/26 and that I understand it and will comply with this Code in my participation in procurements between CENTENNIAL ELEVATOR (Vendor name) and Nassau County.

Executed this 16 day of MARCH, 2026.

By _____ Signature of Employee

WILLIAM HING CEO Name and Title of Employee

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

Nassau County Supreme Court Elevator Rehabilitation & Modernization
CONTRACT NO: B90611-25G

ADDENDUM NO. 3
MARCH 3, 2026

This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. Addendum No. 3 consists of Three (3) pages including attachments. The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following into account in rendering a Bid for this Work:

A. As this project is subject to the Project Labor Agreement (PLA), we'd like to reiterate the following:

In accordance with GML § 101, for projects **(1) to which a project labor agreement applies, (Labor Law Section 222)** and, additionally, (2) on a public work contract for which separate specifications have not been prepared, **each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the enumerated work, if applicable) that the Bidder intends to use to perform work on the contract. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work**

B. Find attached copy of the 'WICKS EXEMPT LIST OF SUBCONTRACTORS' form which must be completed and submitted alongside your proposal in a separate sealed envelope marked 'List of Subcontractors' to satisfy the above requirement. *NOTE: This form is also included in the spec book (sequential page 69).*

END ADDENDUM NO. 3

EVIDENCE OF STATE REGISTERED APPRENTICESHIP PROGRAM

MAR 25

NYC

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

www.labor.ny.gov

Apprentice Training Program Registration Agreement

Revision ☑

Nature of Change: Minimum Journey-Worker Rate Revision (item 13)
Apprentice Wage Progression Revision (item 15)

State Use Only	
AT Sponsor No.	10597
ATP Code	56-360
Effective Date of AT Program	6-1-1956

1. Name of Sponsor: JATC of the Elevator Industry

2. Mailing Address: 35-40 36th St., 2nd Fl. (number & street) | Long Island City (city) | NY (state) | 11106 (zip code) | Queens (county)

3. Actual Address: 35-40 36th St., 2nd Fl. (number & street) | Long Island City (city) | NY (state) | 11106 (zip code) | Queens (county)

4. Telephone No.: (212) 689-0789 Ext. _____ Fax No.: (212) 689-4369

5. E-mail Address: Dee@jeojatc.com

6. Trade/Occupation: Elevator Servicer and Repairer

7. No. Employees: 1550 No. Apprentices: 200 No. Journeyworkers: 1250 8. Ratio: 1:1;1:2

9. DOT Code: 825.281.030 10. Length of Program: 48 months

11. Apprentice Probationary Period: 12 Months 12. Work process: Standard ☑ or Revised ☐

13. Minimum Journeyworker Rate: $38.50 per Hour 14. Effective Date of Wages: 02/26/2024

15. Apprentice wage progression for each period – in months (M) or hours (H)

	1	2	3	4	5	6	7	8	9	10
Months (check):	M ☑	M ☑	M ☑	M ☑	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
Hours (check):	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
No. of Months/Hours:	12	12	12	12						
Wage rate: *or*, percentage of the journeyworker rate:	$24.00	$27.00	$30.00	$33.00						

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. _____ 02/26/2024
Signature of Official Sponsor Representative — Date

18. _____ 02/26/2024
Signature of Union Representative — Date

Dimethea Holloman, Director
Print Name and Title

Robert Olenick, Trustee-Local 3, I.B.E.W., EE Division
Print Name, Title, and Union Name

19. _____ NYS Department of Labor Apprentice Training 4/22/24
Signature New York State Department of Labor — Date

AT 10 (01/24)

APR 19 2024

Page 1 of 2

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Process, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

Notice of Award

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Centennial Elevator Industries, Inc

2. Amount requiring NIFA approval: $2,507,485.00

Amount to be encumbered: $2,507,485.00

Slip Type: New

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: to 11 Months from the Notice to Proceed
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This contract is for construction services in connection with the Rehabilitation and Modernization of passenger elevators 3, 4, and 5 at Nassau County Supreme Court Drive, Mineola, NY 11501. The original passenger elevator equipment and finishes are beyond their useful life and require immediate replacement to prevent recurring breakdowns and outages.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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.

CNOLAN 06/24/2026

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.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, William Hind state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Centennial Elevator Industries, Inc

Vendor's Address: 24-35 47th Street Astoria NY US 11103

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 04/08/2026 11:38:09 am

Lobbyist Registration and Disclosure Form: 04/08/2026 11:40:13 am

Business History Form certified: 04/08/2026 01:49:38 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 06/12/2026 10:58:38 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Joseph F Sena [JSENA@CENTENNIALELEVATOR.COM]
Date Certified	05/27/2026 09:04:07 am

Principal Name	Richard L'Esperance [RLESPERANCE@CENTENNIALELEVATOR.COM]
Date Certified	06/11/2026 10:24:15 am

Principal Name	Eric L'Esperance [ERIC@CENTENNIALELEVATOR.COM]
Date Certified	06/12/2026 11:48:56 am

Principal Name	William Hind [WHIND@CENTENNIALELEVATOR.COM]
Date Certified	06/12/2026 11:11:10 am

I, William Hind 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 further 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."

William Hind WHIND@CENTENNIALELEVATOR.COM

Name

CFO

Title

Centennial Elevator Industries, Inc

Name of Submitting Entity

06/12/2026 12:16:37 pm

Date

Business History Form

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

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

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

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

Date: 04/08/2026

1) Proposer's Legal Name: Centennial Elevator Industries, Inc

2) Address of Place of Business: 24-35 47th Street

City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

We evaluate potential conflicts of interest on a project-by-project basis prior to engagement. Currently there are no conflicts of interest, but if any situation arises in the future, we will promptly disclose it to the County and take appropriate steps to resolve or mitigate the conflict.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/10/1976

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.

First Name	Richard				
Last Name	L'Esperance				
MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/Postal Code	[redacted]
Country	US				
Position	President				

First Name	Eric				
Last Name	L'Esperance				
MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/Postal Code	[redacted]
Country	US				
Position	Vice President				

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

First Name	Richard				
Last Name	L'Esperance				
MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/ Postal Code	[redacted]
Country	US				
Position	President				

First Name	William
Last Name	Hind

MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/ Postal Code	[redacted]
Country	US				
Position	Chief Financial Officer				

First Name	Eric				
Last Name	L'Esperance				
MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/ Postal Code	[redacted]
Country	US				
Position	Vice President				

First Name	Joseph				
Last Name	Sena				
MI		Suffix			
Address	[redacted]				
City	[redacted]	State/Province/ Territory	[redacted]	Zip/ Postal Code	[redacted]
Country	US				
Position	Chief Operating Officer				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

240

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Extensive experience performing work in public sector and government environments, including NYCHA, DOB-regulated projects, and municipal buildings.
Proven track record operating in complex, occupied facilities such as courthouses, hospitals, high-rise buildings, and other critical infrastructure.
Demonstrated ability to execute projects in compliance with government requirements, including scheduling,

coordination, and adherence to safety and regulatory standards.
Successfully completed and maintained multiple elevator projects across public and institutional facilities throughout the NYC metro area.

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

2 File(s) uploaded: 240522 Centennial Elevator License NYS.pdf, 260311 Centennial Elevator License NYS.pdf

B. Indicate number of years in business.

50

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

The firm has the operational capacity, experienced personnel, and infrastructure to successfully perform and support this project.
We maintain dedicated field and management teams to ensure timely execution, coordination, and responsiveness in occupied and high-demand environments.
Our organization prioritizes safety, regulatory compliance, and proactive communication to ensure consistent, reliable service delivery.
We have a proven ability to meet project schedules and quickly address service needs, minimizing disruption to facility operations.

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

Company	New York City Housing Authority		
Contact Person	Ardit Gjoka		
Address	24-02 49th Avenue		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 292-5800		
Fax #			
E-Mail Address	Ardit.Gjoka@nycha.nyc.gov		

Company	Kaufman Organization		
Contact Person	Brad Giambrone		
Address	450 7th Avenue Penthouse		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 471-4300		
Fax #			
E-Mail Address	bgiambrone@kaufmanorganization.com		

Company	NYU (Office of Construction Management)		
Contact Person	Jinsen Chen		
Address	10 Astor Place, 7th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 998-2367		
Fax #			

E-Mail Address jc9227@nyu.edu

I, William Hind , 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, William Hind , 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: Centennial Elevator Industries Inc.

Electronically signed and certified at the date and time indicated by:
William Hind WHIND@CENTENNIALELEVATOR.COM

CFO
Title

05/28/2026
Date

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

ELEVATOR CONTRACTOR'S LICENSE

"ELEVATOR CONTRACTOR'S LICENSE" MEANS A BUSINESS LICENSE THAT ENTITLES THE HOLDER THEREOF TO ENGAGE IN THE BUSINESS OF ELEVATOR AND CONVEYANCE WORK IN THIS STATE.

Centennial Elevator Industries Inc
24-35 47th Street
Astoria, New York 11103

License Number: 26-6A8EV-SHEL
Date of Issue: 2026-03-11
Expiration Date: 2028-05-31

(This license is valid only for the contractor named above)

For the Commissioner of Labor

Amy Phillips, Director
Division of Safety and Health

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

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License Number: 26-6A8EV-SHEL
Date of Issue: 2026-03-11
Expiration Date: 2028-05-31

(This license is valid only for the contractor named above)

For the Commissioner of Labor

Amy Phillips, Director
Division of Safety and Health

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
William Hind [WHIND@CENTENNIALELEVATOR.COM]

Dated: 04/08/2026 11:38:09 am

Vendor: Centennial Elevator Industries, Inc

Title: CFO

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: Richard LEsperance
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 24-35 47th Street

   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country US
   Telephone: 7187265900

   Other present address(es):

   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country: US
   Telephone: 7187265900

   List of other addresses and telephone numbers attached

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

President	02/02/2026	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard L'Esperance , 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, Richard L'Esperance , 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.

Centennial Elevator Industries Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard L'Esperance RLESPERANCE@CENTENNIALELEVATOR.COM

President

Title

06/11/2026 10:24:15 am

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: Joseph F Sena
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2435 47th Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country US
   Telephone: 9176702014

   Other present address(es):
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country: US
   Telephone: 9176702014

   List of other addresses and telephone numbers attached

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

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

Type: Chief Operating Officer
Description:
Start Date: 01/01/2023

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph F Sena , 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, Joseph F Sena , 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

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Centennial Elevator Industries Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph F Sena JSENA@CENTENNIALELEVATOR.COM

COO

Title

05/27/2026 09:04:07 am

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: Eric L'Esperance
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 24-35 47th St

   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country US
   Telephone: 7187265900

   Other present address(es):

   City: Astoria State/Province/ Territory: Zip/Postal Code: 11103
   Country: US
   Telephone: 7187269861

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/17/1996		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Centennial Security Integration & Electric

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 [X] NO [ ] If Yes, provide details.

NYCHA

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric M L'Esperance , 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, Eric M L'Esperance , 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.

Centennial Elevator Industries

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric L'Esperance ERIC@CENTENNIALELEVATOR.COM

Vice President

Title

06/12/2026 11:48:56 am

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: William Hind
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 24-35 47th Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11103
   Country US
   Telephone: 347-291-8221

   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		Secretary	
Chief Financial Officer	07/13/2013	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, William Hind , 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, William Hind , 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.

Centennial Elevator Industries, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
William Hind WHIND@CENTENNIALELEVATOR.COM

Chief Financial Officer

Title

06/12/2026 11:11:10 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Centennial Elevator Industries, Inc.

Address: 24-35 47th Street

City: Astoria State/Province/Territory: NY Zip/Postal Code: 11103

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (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):

First Name Richard
Last Name L'Esperance
MI Suffix
Address [redacted]
City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position President

First Name William
Last Name Hind
MI Suffix
Address [redacted]
City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position Chief Financial Officer

First Name Eric
Last Name L'Esperance
MI Suffix

Address [redacted]

City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country US

Position Vice President

First Name Joseph

Last Name Sena

MI Suffix

Address [redacted]

City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country US

Position Chief Operating Officer

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.

First Name Richard

Last Name L'Esperance

MI Suffix

Address [redacted]

City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country US

Position President

First Name Eric

Last Name L'Esperance

MI Suffix

Address [redacted]

City [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country US

Position Vice President

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 [X]

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

None

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

None

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

None

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:
William Hind [WHIND@CENTENNIALELEVATOR.COM]

Dated: 06/12/2026 10:58:38 am

Title: Chief Financial Officer

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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

CONFIDENTIAL

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 20, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: B90611-25G
Title: Supreme Court Elevators Rehabilitation and Modernization
100 Supreme Ct Dr, Mineola, NY 11501
Engineer's Estimate: $3,100,000.00

Bids Received On: March 17, 2026

DPW has received two bids: Avid NYC Corp. and Centennial Elevator Industries, Inc., for the above referenced contract. They have been examined and **"Centennial Elevator Industries, Inc."** is the lowest responsible bidder in the amount as follows:

General Construction (Lump Sum):	$2,145,700.00
Allowance (Unforeseen Conditions):	$ 107,285.00
Allowance (Repair/Maintenance for car 5):	$ 250,000.00
Allowance (Alt 1):	$ 4,500.00
Bid Total:	**$2,507,485.00**

The bids were analyzed by the project A/E (LiRo) and DPW staff.

The low bid received is 42% below the Engineer's Estimate (after deducting bid amounts for the Allowances) It is DPW's opinion that the Engineer's Estimate assumed a greater degree of difficulty for site access due to it being an active courthouse, additional costs associated with possible unforeseen conditions due to the age of which the elevators have been out of service. We believe based on a pre-award meeting and analysis of their submission, including their previous work of similar scope, they are capable of completing the project satisfactorily.

Centennial Elevator Industries, Inc. provided the Department with a Bid Bond in the amount of Ten Percent (10%) bid by Fidelity and Deposit Company as surety.

Funding is available under Capital Project Number 90407 (Various County Facilities – Elevators).

SUBJECT: RECOMMENDATION OF AWARD
Contract Number: B90611-25G
Title: Supreme Court Elevators Rehabilitation and Modernization

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:jd
c: Douglas Tuman, Deputy Commissioner
Jane Houdek, Counsel for Public Works
Valiant Yeung, Architect III
Joshua Neuman, Civil Engineer II

APPROVED:

4/20/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

NC Supreme Court Elevator Rehabilitation & Modernization

Bid Opening: 3 /17/2026 **Engineer:** Valiant Yeung **Phone:** (516) 571-6881

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Centennial Elevator Industries, Inc.	24-35 47th Street Astoria, NY 11103	Fidelity and Deposit Company o	10% of Bid Amount	$2,507,485.00	$0.00
AVID NYC Corp.	20 Crescent Street Brooklyn, NY 11208	First Indemnity of America Insu	10% of Bid Amount	$3,110,250.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Michael Kwaschyn, Commissioner

FROM: Douglas Tuman, Deputy Commissioner

DATE: April 20, 2026

SUBJECT: Low Participation for B90611-25G General Contracting Services for NC Supreme Court Elevator Rehabilitation & Modernization

The above-referenced contract for the General Contracting Services for NC Supreme Court Elevator Rehabilitation & Modernization was issued on February 4, 2026, with final submission date March 17, 2026. The contract was advertised for bid in NYSCR. Thirty-two (32) vendors were notified and viewed the solicitation. Based on previous projects and the known expertise of the vendor community in the area, we expected to receive approximately 6 proposals. Two vendors responded, Centennial Elevator Industries, Inc., and AVID NYC Corp.. The Notice to Bidders itself was not restricted.

The following are questions relating to the openness of the bidding process as per the County's Low Vendor Participation Policy.

1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation?
Response: the bid was not restrictive.

2) Was the solicitation advertised and posted on the County website as required?
Response: yes.

3) Would we be likely to obtain greater vendor participation by advertising in other venues (e.g., New York State Contract Reporter, trade journals, other local media, etc.)?
Response: the bid was advertised in NYSCR, County Solicitation Board posting, and the New York Post Legal Notice.

4) Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified?
Response: The correct commodity codes were utilized in e-procure, accordingly, the vendors registered for that commodity code received an automatic notification. It was noticed that some vendors who have "elevator" in their company name did not have any codes entered. Those companies were contacted separately.

5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible?
Response: The work itself is more specialized and also included that it was a PLA and therefore limited to vendors that are in the elevator industry making it difficult for those looking to do general work.

SUBJECT: Low Participation for B90611-25G General Contracting Services for NC Supreme Court Elevator Rehabilitation & Modernization

6) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:
   a. The vendor did not see the advertisement.
   Response: All the vendors notified through e-procure (32), at least viewed the solicitation, (20) of whom downloaded the documents. Additional (27) vendors were reached out to via email and phone.
   b. The vendor does not offer the specified goods/services-as a follow-up, ask if the specification is too specific to a competitor's product (is the specification "brand-specific" or written to one manufacturer's or service provider's offering?)
   Response: The work was bid as a PLA job and those not associated did not want to bid on the project.
   c. The vendor is too busy with other work at this time
   Response: Most vendors contacted stated they were available but due to the PLA did not want to bid.

Douglas Tuman
Deputy Commissioner

DT:jd
c: Jane Houdek, Counsel for Public Works
Valiant Yeung, Architect III
Joshua Neuman, Civil Engineer II

APPROVED:

Joseph J Pecora 4/21/26
for Michael Kwaschyn Date
Commissioner

DISAPPROVED:

Michael Kwaschyn Date
Commissioner

Request to Initiate - R25-0278 (P25-0163 - Supreme Court Elevators Rehabilitation and Modernization)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Construction Services for Rehabilitation and Modernization of Supreme Court Elevators 3, 4 and 5.**		
Justification	**The original passenger elevator equipment and finishes are beyond their useful life and require immediate replacement to prevent recurring breakdowns and outages.**		
Requested By	**Public Works**	Project Manager	**Valiant Yeung**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**3,100,000.00**	Phase Cost	**3,100,000.00**
Total Project Cost	**$3,100,000.00**		
Start Work	**07/30/2026**	Duration	**11 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**To receive a fair and competitive price for the project.**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90407 - Various County Facilities - Elevators	025	PWCAPCAP	3,100,000.00		0			11/10/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	No.
If the County does not own the proper equipment can it rent/lease the equipment?	No.
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	County staff do not have the specialized training necessary to perform this work.
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	Unable to be performed by in-house staff.
What is the duration of the project if out sourced?	11 months
What is the priority of the project? (Emergency, High, Medium, Low)	High
Is the project subject to seasonality?	No.
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	Unable to be performed by in-house staff.
What is the project cost of the project if outsourced?	$3,100,000
Does this require a specific skill set not currently within the County work force?	Yes.
Does the Title exist to perform the function?	No.
Does the skill set require specific training?	Yes.
Does the Skill set require certification certificates?	Yes.
Are continuing education credits required to maintain certification?	Yes.
Is this a task that must be performed often?	No.
If the task is not performed often would the employee remain proficient in the duties required?	No.
Is this project installing an operation system requiring a licensed installer from the manufacture?	Yes.
Are there any warranties that would be voided if not installed by a licensed person or company?	Yes.
Do County employees always perform this function?	No.
If County employees do not normally perform the function, please specify why?	Requires specialized training.
If County employees normally perform the function why is DPW choosing to outsource?	County Staff do not have the specialized training necessary to perform this work.
Is there associated risk liability that would necessitate outsourcing?	Yes.
Is the project paid via outside funding?	No.
Does the outside funding require outsourcing for it to be reimbursed?	No.

Approvals

Request Submitted	**Valiant Yeung**	**11/10/2025 12:31 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**11/10/2025 03:09 pm**
AIM Entered	**Deanna Funk**	**11/12/2025 08:00 am**
Time Sheet Code	**25-0278**	
Commissioner Approved	**William Nimmo**	**11/12/2025 09:08 am**
DCE / Ops Approved	**Arthur Walsh**	**11/17/2025 11:10 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Valiant Yeung, Architect III

FROM: Office of the Commissioner

DATE: December 16, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0278 Contract Number: B90611-25G
Nassau County Supreme Court Elevator Rehabilitation and Modernization

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C25-0278**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS C25-0278

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att.: Kris Kalendar, President

FROM: Department of Public Works

DATE: December 11, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
NC Supreme Court Elevator Rehabilitation and Modernization
Mineola, New York
Contract No: B90611-25G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
N.C. Supreme Court Elevator Rehabilitation and Modernization.

2. The work involves the following:
replacement and rehabilitation of the existing three (3) passenger elevators in the N.C. Supreme Court, 100 Supreme Court Drive, Mineola, New York

3. An estimate of the cost is: $3,100,000.00

4. An estimate of the duration is: Eleven (11) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:FM:jd
c: Melissa Gallucci, Commissioner Shared Services
Ross Bratin, Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Richie, Unit Head, Human Resources Unit
Frederick Maroni, Unit Head Facilities Management Unit
Robert LaBaw, Chief Architect
Valiant Yeung, Architect III
Elizabeth Cotton, Special Assistant, Office of Labor Relations

FORM OF PROPOSAL

Nassau County Department of Public Works
Nassau County Supreme Court Elevator Modernization
100 Supreme Court Drive, Mineola, NY

GENERAL CONSTRUCTION
CONTRACT NO.: B90611-25G

Item No.	Type	Description	Amount Bid	
			Dollars	Cents
1	LUMP SUM	LUMP SUM for furnishing all labor, materials and equipment required for all **General Construction** work associated with the modernization and rehabilitation of three (3) existing passenger elevators (Elevators #3, # 4, 5) and other Work indicated in the Contract Documents.	2,145,700	00
2	ALLOWANCE	Include in bid an allowance of 5% of the lump sum bid for items unforeseen or not specifically characterized in the contract documents, encountered during the course of construction as directed by the County.	107,285	00
3	ALLOWANCE	Include in bid an allowance of Two Hundred Fifty Thousand Dollars ($250,000.00) for Repair/Maintenance of Elevator Car #5 through the duration of Construction Phase One until such time that Elevator Car #5 is taken out of service for Construction Phase Two.	$250,000	00
4	ALTERNATE 1	Include an add-alternate for the installation of new ADA compliant call buttons at second, third and fourth floors located between Elevator Car #5 and Elevator Car #4 and associated work to make completely functional as indicated in the Contract Documents.	4,500	00

TOTAL AMOUNT BID $ 2,507,485 00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS): TWO MILLION FIVE HUNDRED SEVEN THOUSAND FOUR HUNDRED EIGHTY FIVE AND 00/100 DOLLARS

BASIS OF AWARD: Bids on Lump Sum Contracts will be compared on the basis of the total bid price, arrived at by taking the Sum of each Bid Item, including Allowance Item(s), if any, and plus or minus the cost difference of the Alternate(s), if any, as may be selected by the Architect and/or Owner. The sum of all "Amounts Bid" will determine the low bid and the subsequent award of this Contract.

BID SECURITY: Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

NOTE TO BIDDERS: Prospective bidders must possess a license to handle hazardous materials in the State of New York and shall present evidence of sufficient experience to be qualified as a "Responsible Bidder" (in addition to other requirements as stated in the bid documents).

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 51

   b. as a Subcontractor 51

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	5160	95	New York City Housing Authority Queensbridge Houses North - 47 elevators Mathew Dockery - 718-730-8214

#1

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	5160	100	40 Worth Street, New York, NY Tom Lambe 212-227-0784 8 elevators
[redacted]	5160	100	New York City Housing Authority McKinley Houses - 10 elevators Mathew Dockery 718-730-8214

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard L'Esperance	President	30	Elevator Work Construction	All Levels

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
N/A			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
General Liability	Hub	$1 MM	4/1/25 - 4/1/26
Workers Comp	NYSIF	Statutory	4/1/25 - 4/1/26
Auto	State Farm/Progressive	$1 MM	5/2/25 - 5/2/26

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

William Hinn Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the CFO of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 16th day of March , 2026.

MONIKA BALABAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6412515
Qualified in Queens County
My Commission Expires 01-04-2029

Mark Balaban
Notary

(Form of Affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

EVIDENCE OF STATE REGISTERED APPRENTICESHIP PROGRAM

MAR 25

NYC

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

www.labor.ny.gov

Apprentice Training Program Registration Agreement

Revision ☑

Nature of Change: Minimum Journey-Worker Rate Revision (item 13)
Apprentice Wage Progression Revision (item 15)

State Use Only	
AT Sponsor No.	10597
ATP Code	56-360
Effective Date of AT Program	6-1-1956

1. Name of Sponsor: JATC of the Elevator Industry

2. Mailing Address: 35-40 36th St., 2nd Fl. (number & street) | Long Island City (city) | NY (state) | 11106 (zip code) | Queens (county)

3. Actual Address: 35-40 36th St., 2nd Fl. (number & street) | Long Island City (city) | NY (state) | 11106 (zip code) | Queens (county)

4. Telephone No.: (212) 689-0789 Ext. _____ Fax No.: (212) 689-4369

5. E-mail Address: Dee@jeojatc.com

6. Trade/Occupation: Elevator Servicer and Repairer

7. No. Employees: 1550 No. Apprentices: 200 No. Journeyworkers: 1250 8. Ratio: 1:1;1:2

9. DOT Code: 825.281.030 10. Length of Program: 48 months

11. Apprentice Probationary Period: 12 Months 12. Work process: Standard ☑ or Revised ☐

13. Minimum Journeyworker Rate: $38.50 per Hour 14. Effective Date of Wages: 02/26/2024

15. Apprentice wage progression for each period – in months (M) or hours (H)

	1	2	3	4	5	6	7	8	9	10
Months (check):	M ☑	M ☑	M ☑	M ☑	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
Hours (check):	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
No. of Months/Hours:	12	12	12	12						
Wage rate: *or*, percentage of the journeyworker rate:	$24.00	$27.00	$30.00	$33.00						

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. _____ 02/26/2024
Signature of Official Sponsor Representative — Date

18. _____ 02/26/2024
Signature of Union Representative — Date

Dimethea Holloman, Director
Print Name and Title

Robert Olenick, Trustee-Local 3, I.B.E.W., EE Division
Print Name, Title, and Union Name

19. _____ NYS Department of Labor Apprentice Training 4/22/24
Signature New York State Department of Labor — Date

AT 10 (01/24)

APR 19 2024

Page 1 of 2

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Process, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Hinn — 3/16/26
Name and Title of Authorized Representative — m/d/yy

[signature] — 3/16/26
Signature — Date

Centennial Elevator Industries Inc.
Name of Organization

24-35 47th St. Astoria NY 11103
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Centennial Elevator Industries Inc
Address (street/city/state/zip code):	24-35 47th St. Astoria NY 11103
Authorized Representative (name/title):	William Hino / CFO
Authorized Signature:	
Contract Number:	B90611-25G
Contract/Project Name:	Nassau County Supreme Court
Contract/Project Description:	Elevator Rehabilitation and Modernization

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	2,507,485.00		
Total MBE Dollar Amount	0	MBE Contract Percentage	0
Total WBE Dollar Amount	0	WBE Contract Percentage	0
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0
Total Combined M/WBE/SDVOB Dollar Amount	0	Combined M/WBE/SDVOB Contract Percentage	0

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-91-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
4:10 PM

NIFS ID: CLSS26000014

Capital:

Contract ID #: **CQSS22000005**

NIFS Entry Date: **05/21/2026**

Department: Social Services

Service: **Records Management**

Term: from **04/01/2022** to **03/31/2029**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **American Record Management Systems, Inc.**	ID#:**112904582**
Main Address: **1 CORPORATE DRIVEHAUPPAUGE, NY 11788**	
Main Contact: **Kevin Montera**	
Main Phone: **(631) 231-1318**	

Department:
Contact Name: **Reena Carnevale**
Address: **60 Charles Lindbergh Blvd. Uniondale, NY 11553**
Phone: **(516) 227-8833**
Email: **reena.carnevale@hhsnassaucountyny.us,joanne.oweis@hhsnassaucountyny.us**

Contract Summary

Purpose: The purpose of this Amendment is to encumber additional funding to cover claims for services provided during the 4/1/26- 3/31/26 term and to extend the original Agreement for two (2) years.

The Maximum Amount in the Original Agreement shall be amended and increased by a total of Four Hundred and Eleven Thousand and 00/100 Dollars

($411,000.00) (of which Eleven Thousand and 00/100 Dollars ($11,000.00) shall be partially encumbered to cover payment for overage of claims for services rendered from the April 1, 2025 through March 31, 2026),

(CASS25000001 provided funding in the amount of $175,000 to cover the term of 4/1/25-3/31/26, however, additional funding is needed to cover claims from such time period.)

Procurement History: This Vendor has been supplying these services since 1997.

Description of General Provisions: Procedures for maintaining the DSS, DOH, and DHS agencies case record files containing client information are mandated in NYS law and regulations, including the NYS Social Services Law and the NY Codes, Rules & Regulations. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. All files must be maintained in a secure manner. Open case files must be maintained in a manner that ensures their rapid access by staff. Closed case files must be stored, maintained, accessed, and eventually destroyed following a destruction schedule established by NYS. The vendor will manage & maintain DSS, DOH and DHS Agencies closed files. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. Vendor provides storage boxes and transports these boxes to off-site secure facility. Requests for file retrieval will be delivered within 24 hours. Destroy materials as requested by the Agencies.

Impact on Funding / Price Analysis: County 30% Federal 50% State 20%

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 09/20/2021

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	SSGEN1000	DE500	SSGEN1000 DE500	06	$11,000.00
						TOTAL		**$11,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$3,300.00
Federal	$5,500.00
State	$2,200.00
Capital	$0.00
Other	$0.00
Total	**$11,000.00**

Routing Slip

Department			
NIFS Entry	Reena Carnevale	04/16/2026 02:18PM	Approved
NIFS Final Approval	Jose Lopez	05/26/2026 04:35PM	Approved
Final Approval	Jose Lopez	05/26/2026 04:35PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	05/28/2026 04:41PM	Approved
RE & Insurance Verification	Julie Silverstein	06/01/2026 04:07PM	Approved
NIFS Approval	Mary Nori	06/04/2026 05:55PM	Approved
Final Approval	Mary Nori	06/04/2026 05:55PM	Approved
OMB			
NIFS Approval	Irina Sedighi	05/27/2026 03:33PM	Approved
NIFA Approval	Irfan Qureshi	05/28/2026 09:23AM	Approved
Final Approval	Irfan Qureshi	05/28/2026 09:23AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/05/2026 10:25AM	Approved
DCE Compliance Approval	Robert Cleary	06/15/2026 02:47PM	Approved
Vertical DCE Approval	Anissa Moore	06/16/2026 09:45AM	Approved
Final Approval	Anissa Moore	06/16/2026 09:45AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/06/2026 03:58PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND AMERICAN RECORDS MANAGEMENT SYSTEMS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Records Management Systems, Inc., to provide records management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with American Records Management Systems, Inc.

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2026, (together with the schedules, appendices, attachments and exhibits, if any, 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and American Records Management Systems, Inc., a corporation formed under the laws of the state of New York, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS22000005 between the County and the Contractor, executed on behalf of the County on August 16, 2022, the Contractor provides records management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of this Agreement is from April 1, 2022 through March 31, 2027, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Eighty Hundred Seventy Five Thousand and 00/100 Dollars ($875,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the term of the Original Agreement and increase the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2029.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be amended and increased by a total of Four Hundred and Eleven Thousand and 00/100 Dollars ($411,000.00) (of which Eleven Thousand and 00/100 Dollars ($11,000.00) shall be partially encumbered to cover payment for overage of claims for services rendered from the April 1, 2025 through March 31, 2026), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Two Hundred Eighty-Six Thousand and 00/100 Dollars ($1,286,000.00) (the "Amended Maximum Amount").

3. 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 remainder of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

American Records Management Systems, Inc.

By: _____

Name: Brenda Montera

Title: President

Date: 5/11/26

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

EXECUTE IN BLUE INK

Doc ID #171277

STATE OF NEW YORK)
Suffolk)ss:
COUNTY OF ~~NASSAU~~)

On the 11th day of May, 2026 before me personally came Brenda Montera to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of American Record Management Systems, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KEVIN D. MONTERA
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 11/2/2026

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

On the ____ day of _____, 202__ before me personally came _____ to me personally known, who, being 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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: American Record Management Systems, Inc.

2. Amount requiring NIFA approval: $411,000.00

Amount to be encumbered: $411,000.00

Slip Type: 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: 04/01/2022 to 03/31/2029

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	50
State %	20
County %	30

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

The purpose of this Advisement is to encumber additional funding to cover claims for services provided during the 4/1/25- 3/31/26 term.
(CASS25000001 provided funding in the amount of $175,000 to cover the term of 4/1/25-3/31/26, however, additional funding is needed to cover claims from such time period.)

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 05/28/2026

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.

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Kevin Montera [KMONTERA@ARMSDATA.COM]

Dated: 05/11/2026 12:23:54 pm

Vendor: American Record Management Systems, Inc.

Title: Vice President

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: DENIS MONTERA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 1 CORPORATE DRIVE
   City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 6312311318

   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	06/01/1987
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	06/01/1987		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   SHAREHOLDER

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Denis Montera , 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, Denis Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Denis Montera DMONTERA@BAYSHOREMOVING.COM

Vice President

Title

05/11/2026 04:49:51 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: KEVIN MONTERA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 1 CORPORATE DRIVE
   City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: (631) 231-1318

   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	06/01/1987
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	06/01/1987		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   SHAREHOLDER

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kevin Montera , 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, Kevin Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kevin Montera KMONTERA@BAYSHOREMOVING.COM

Vice President

Title

05/11/2026 01:38:19 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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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: BRENDA MONTERA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1 CORPORATE DRIVE
   City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: (631) 231-1318

   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	06/01/1987	Treasurer	
Chairman of Board		Shareholder	06/01/1987
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   SHAREHOLDER

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

PART OWNER AND OFFICER OF BAY SHORE MOVING & STORAGE, INC. AND DATA SHREDDING SERVICE, INC.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brenda Montera , 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, Brenda Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brenda Montera BBROOKS@BAYSHOREMOVING.COM

President

Title

05/11/2026 01:34:35 pm

Date

Business History Form

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

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

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

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

Date: 06/08/2026

1) Proposer's Legal Name: American Record Management Systems, Inc.

2) Address of Place of Business: 1 Corporate Drive

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: Unknown

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
ARMS shares office space with Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Bay Shore Moving & Storage, Inc.
Data Shredding Service, Inc.

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

Should a potential conflict of interest arise, we will contact the county and be guided accordingly

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/01/1987

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.

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

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

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

1000000

vii) Summary of relevant accomplishments

ARMS is fortunate in that it has been the original records management vendor for NCDSS since the inception of the program in 1997. To fully appreciate the program today it is important to remember the state of NCDSS' central file room in 1996.
At the time of the vendor walk-thru in 1996 the central file room was chaotic, inefficient and overstaffed. Kevin Montera of ARMS was on the walk-thru and observed a central file room with an army of NCDSS employees and temporary workers either retrieving and refiling files or looking for lost files. To the casual observer it looked like organized chaos. It is a tribute to the then NCDSS personnel that any files could be located and delivered to a requesting unit. ARMS developed a detailed plan to organize and automate NCDSS' record storage and management functions. ARMS provided NCDSS the most advanced and cost effective technology to run its record management program.

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

B. Indicate number of years in business.

44

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

ARMS staff continues to meet with NCDSS staff to discuss the present record management system and needs for the future. In late 2006 and early 2007 NCDSS upgraded their present contact barcode readers with the addition of laser barcode readers that enable NCDSS to scan barcodes faster and with less wear and tear on the location barcodes. In 2007 ARMS completed the process of converting the old Filemaker Pro 5 software program and data to the then latest Filemaker Pro 8.5 version of the client and sever software. In 2008 ARMS completed the upgrade to the latest Filemaker Pro 9.0 version of the client and server software. In 2012 ARMS completed the upgrade to the latest Fiulemaker Pro 12

client and server software and the replacement of the old server with a new server. The only cost incurred by NCDSS was upgrading the dead server hardware with a new server. The conversion, programming and other labor services were provided as part of ARMS service and at no cost to Nassau County taxpayer

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	McCarthy & Carbone, P.C.		
Contact Person	Joseph Carbone		
Address	330 Motor Pkwy, Suite 304		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 979-1111		
Fax #			
E-Mail Address	carbone@m-clawyers.com		

Company	Dime Community Bank		
Contact Person	Sean Granholm		
Address	898 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 537-1000		
Fax #			
E-Mail Address	Sean.Granholm@dime.com		

Company	New York Liquidation Bureau		
Contact Person	Philip Walker		
Address	110 William St.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 341-6645		
Fax #			
E-Mail Address	PWALKER@nylb.org		

I, Kevin Montera , 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, Kevin Montera , 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: American Record Management Systems, Inc.

Electronically signed and certified at the date and time indicated by:
Kevin Montera KMONTERA@ARMSDATA.COM

Vice President
Title

06/08/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AMERICAN RECORD MANAGEMENT SYSTEMS, INC.

Address: 1 CORPORATE DRIVE

City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (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):

First Name	DENIS				
Last Name	MONTERA				
MI		Suffix			
Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	Vice President				

First Name	Kevin				
Last Name	Montera				
MI		Suffix			
Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	Vice President				

First Name	BRENDA
Last Name	MONTERA
MI	Suffix

Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	President				

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.

First Name	Kevin				
Last Name	Montera				
MI		Suffix			
Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	Vice President				

First Name	DENIS				
Last Name	MONTERA				
MI		Suffix			
Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	Vice President				

First Name	BRENDA				
Last Name	MONTERA				
MI		Suffix			
Address	1 CORPORATE DRIVE				
City	HAUPPAUGE	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	President				

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.

Bay Shore Moving & Storage, Inc.
Data Shredding Service, Inc.

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 [X]

(a) Name, title, business address and telephone number of lobbyist(s):
No lobbyists are involved in this matter.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
No lobbyists are involved in this matter.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No lobbyists are involved in this matter.

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:
Kevin Montera [KMONTERA@ARMSDATA.COM]

Dated: 06/08/2026 11:57:25 am

Title: Vice President

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

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF PARTICIPATION

Disability or Disability and Paid Family Leave Benefits Group Self-Insurance

PART 1. To be completed by Disability or Disability and PFL Benefits Self-Insured Plan Administrator

1a. Legal Name & Address of Insured (use street address only)	1b. Telephone Number of Insured 631-231-1313 1c. Federal Employer Identification Number of Insured (if no FEIN then use Social Security Number) [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3686	3a. Name of Self-Insured Plan (Association, Union or Trust) Cardinal Disability Trust 3b. Insurer Identification Number B -305506 3c. Coverage effective period 01/01/2026 through 12/31/2026

American Record Management Systems, Inc.
1 Corporate Drive
Hauppauge, NY 11788

4. Group self-insurance provides:
   - [x] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.

5. Group self-insurance covers:
   - [x] A. All of the employer's employees eligible under the New York State Disability and Paid Family Leave Benefits Law
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized Plan Administrator or authorized representative of the Self-Insured Plan referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 05/11/2026 By Matt Mazzotta
(Signature of Plan Administrator or authorized representative of the above named plan)

Telephone Number 518-724-3583 Name and Title Matthew Mazzotta, Administrator

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the Plan Administrator or authorized representative of that plan, this certificate is **complete**. Mail it directly to the certificate holder. If Box 4B or 5B is checked, this certificate is **incomplete** for purposes of Section 220, Subd. 8 of the Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only Plan Administrators or their representatives are authorized to issue Form DB-120.2.

BAYSHOR-25 MASAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2026

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

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

PRODUCER The Selzer Company 975 Easton Road Ste. 100 Warrington, PA 18976	CONTACT NAME: PHONE (A/C, No, Ext): (215) 491-2700 FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Record Management System Inc [redacted]	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Transguard Ins Co of America 28886 INSURER B : New York State Insurance 52390 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	T[redacted]	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Hired Auto PD			T[redacted]	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			T[redacted]	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z[redacted]	[redacted]/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			T[redacted]	3/1/2026	3/1/2027	Cargo	250,000
A	Inland Marine			T[redacted]	[redacted]1/2026	3/1/2027	Warehouse	1,700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Dept. of Social Services named additional insureds with respects to the applicable coverage. Coverage is provided on a primary and non-contributory basis. Waiver of Subrogation applies in favor of the additional insured.

CERTIFICATE HOLDER

Nassau County Department of Social Services
60 Charles Lindbergh Blvd
Hauppauge, NY 11788

CANCELLATION

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
MP Egan

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 112904582
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
AMERICAN RECORD MANAGEMENT SYSTEMS INC ONE CORPORATE DRIVE HAUPPAUGE NY 11788	NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES. 60 CHARLES LINDBERGH BOULEVARD UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2406 209-3	155172	10/01/2025 TO 10/01/2026	5/11/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2406 209-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.
THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 555870653

U-26.3

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Chief Procurement and Compliance Officer

From: José L. López
Commissioner, Social Services

Date: May 14, 2026

Subject: Delay Memorandum
American Record
Management Contract
#CQSS2200005

The Department of Social Services is seeking to amend the above referenced contract for Records Management services in order to extend such term through December 31, 2026. This amendment to extend the term of the contract is necessary to ensure the continuity of mandated services.

The amendment has been delayed from continuous processing due to the following factors upon information and belief.

- Delay in receiving signed amendment from vendor
- Delay in receiving updated Vendor Portal Forms from vendor

We appreciate your consideration in reviewing this Delay Memorandum and request processing this service agreement.

Doc ID #163726

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Reena Carnevale
Administrative Officer I
Department of Social Services

Date: May 19, 2026

Subject: Amendment for Records Management Services
American Records Management Systems, Inc.

Pursuant to Section 32 of the Collective Bargaining Agreement, CSEA Nassau Local 830 CSEA of the Civil Service Employees Association, Inc., Local 100, AFSCME, AFL-CIO was notified of the Department of Social Services' interest in contracting with the above vendor.

Following this notification are two letters:

- One, to Mr. Kris Kalendar, President, CSEA Local 830 Nassau dated May 14, 2026, notifying him of the Amendment with a copy to the Nassau County Office of Labor Relations.
- The other is a response from Mr. Kalendar, President, CSEA Local 830 copying the Nassau County Office of Labor Relations.

A meeting to discuss the issues is being planned.

It is requested that the County proceed with the contract processing as this is a mandated service.

Doc ID#161053

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

JOSE L. LOPEZ
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7471 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

May 14, 2026

Via Email(subc@csea830.org)

Kris Kalender
President CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

Dear Mr. Kalender:

This letter is to advise you that the Department of Social Services is considering extending the term for contractual services with the above vendor through December 31, 2029. The County's needs are described in the service provisions of the enclosed contract including, but not limited to, exhibits, appendices and/or other related attachments. This notification is provided to comply with the spirit and intent of Section 32 of the CSEA Collective Bargaining Agreement, however it should not be implied that these contractual services are for work which has "historically and exclusively been performed by bargaining unit members."

If you wish to meet or discuss any aspect of this proposed amendment, or discuss alternatives to this matter, do not hesitate to contact Commissioner Lopez with that request in writing.

Sincerely,

Joanne L. Oweis
Deputy County Attorney

cc: Jason Perkowsky DSS Unit President CSEA Nassau Local 830
Ross Bratin, Assistant Director Office of Labor Relations
Jose L Lopez, Commissioner, DSS
Rudolph Carmenaty, Deputy Commissioner, DSS
Reena Carnevale, Administrative Officer I, DSS

Enclosure

THE CIVIL SERVICE EMPLOYEE'S ASSOCIATION, INC.
LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
NASSAU LOCAL 830
400 COUNTY SEAT DRIVE MINEOLA, NY 11501

May 18, 2026

KRIS KALENDER
PRESIDENT

GARRETT WAKEFIELD
EXECUTIVE VICE PRESIDENT

JOSEPH MCGAHAN
FIRST VICE PRESIDENT

DONNA WORSLEY-HINES
SECOND VICE PRESIDENT

NOREEN O'SHEA
THIRD VICE PRESIDENT

DOUGLAS RODRIGUEZ
FOURTH VICE PRESIDENT

KELLI MARTUCCI
FIFTH VICE PRESIDENT

DANIEL ROE
SIXTH VICE PRESIDENT

CHRISTOPHER WOOD
SEVENTH VICE PRESIDENT

EYDIE HARDAMON
EIGHTH VICE PRESIDENT

DANIELLE DAVIDSON
NINTH VICE PRESIDENT

LESLIE ABREU
TENTH VICE PRESIDENT

NANCY IANSON
RECORDING SECRETARY

LAURI VANDERKA
TREASURER

ANITA JANOWSKY
ALTERNATE DELEGATE

ANNMARIE BAEYENS
ALTERNATE DELEGATE

P: 516.464.2732
F: 516.742.3801

CSEA830.ORG

CSEA
NASSAU LOCAL 830

Joanne L. Oweis
Deputy County Attorney
Dept of Social Services

Re: Amendment for Records Management Services-
American Records Management Systems, Inc. CQSS22000005

Dear Joanne:

Please allow this letter to serve as a response to the Nassau County correspondence received on May 18, 2026, regarding the contract for Amendment for Records Management Services-American Records Management Systems, Inc. CQSS22000005 assignment of CSEA Unit work to people not in the CSEA Unit.

After reviewing the contract and scope of work provided, it is CSEA's position that there are several titles that would satisfy the needs of the department and are more than qualified and capable of doing the same work that Records Management Services provides.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore CSEA Bargaining Unit Employees to perform said proposed tasks, it is only logical and in "Good Faith" that County Employees be allowed to satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit Work to persons not in the CSEA Unit, (section 32-1 of the CBA).

Our contention, as always, is that this is our work and we refuse to accept a lack of staffing as a reason for subcontracting.

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience, to meet and confer with respect to CSEA's proposals.

Please advise as to your availability to discuss. Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Kris Kalender

Kris Kalender
Unit President, Local 830

From:	Annmarie Baeyens
To:	Oweis, Joanne (HHSNASSAUCOUNTYNY); Donna Worsley-Hines; SubContracts Group
Cc:	Kris Kalender; Perkowsky, Jason (HHSNASSAUCOUNTYNY); Bratin, Ross (NASSAU); Lopez, Jose (HHSNASSAUCOUNTYNY); Carmenaty, Rudolph (HHSNASSAUCOUNTYNY); Carnevale, Reena (HHSNASSAUCOUNTYNY); Cotton, Elizabeth (NASSAU); Sacks, Suzanne (HHSNASSAUCOUNTYNY)
Subject:	RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005
Date:	Tuesday, June 16, 2026 1:39:20 PM

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon

Thank you for meeting with us on Wednesday, June 10th.
At this time CSEA is withdrawing its objection to your filing work being done by RMS. Please notify CSEA if the scope of the work changes.

* This shall not constitute a precedent for the determination of any other dispute/objection between the Parties or any third party. This shall not be considered a past practice, nor shall it create any obligation for or against either party.
All other terms and conditions of the Parties' Collective Bargaining Agreement shall remain in full force and effect*

Respectfully,

AnnMarie Baeyens
CSEA Local 830 Delegate / Grievance Rep.
CSEA Unit President DA/CA/PA

CSEA Local 830
400 County Seat Drive, Mineola, NY 11501
O-516-464-CSEA (2732) ext. 118
abaeyens@csea830.org

From: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucountyny.us>
Sent: Monday, May 18, 2026 4:44 PM
To: Donna Worsley-Hines <DWorsley-Hines@csea830.org>; SubContracts Group <subc@csea830.org>
Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucountyny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucountyny.gov>;

Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU) <ecotton@nassaucountyny.gov>; Sacks, Suzanne (HHSNASSAUCOUNTYNY) <Suzanne.Sacks@hhsnassaucountyny.us>
Subject: RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005
Importance: High

+ Suzanne Sacks

Good Afternoon.

DSS is in receipt of Mr. Kalender's correspondence dated May 18, 2026, concerning the Department's notification pursuant to section 32 of the Collective Bargaining Agreement of its intent to extend the term for contractual services with the vendor/item referenced in the subject line through December 31, 2029.

DSS is also ready, willing and able to meet to discuss this matter.

To that end, I have included Ms. Sacks so we may set up a mutually convenient date and time for all to meet.

Regards,
Joanne

Joanne L. Oweis
Office of the Nassau County Attorney
Counsel, Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553-3686
(516) 227-7025
joanne.oweis@hhsnassaucountyny.us

From: Donna Worsley-Hines <DWorsley-Hines@csea830.org>
Sent: Monday, May 18, 2026 3:20 PM
To: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucountyny.us>; SubContracts Group <subc@csea830.org>
Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucountyny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucountyny.gov>; Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU)

<ecotton@nassaucountyny.gov>
Subject: RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon

Attached is CSEA's response to your request

Respectfully,
Donna Worsley-Hines
CSEA Local 830
516 464 2732 ext. 137

From: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucountyny.us>
Sent: Thursday, May 14, 2026 5:42 PM
To: SubContracts Group <subc@csea830.org>
Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucountyny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucountyny.gov>; Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU) <ecotton@nassaucountyny.gov>
Subject: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

Mr. Kalender:

Pursuant to Section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, please see attached correspondence advising you that the Department of Social Services is considering extending the term for contractual services with the vendor/item referenced in the subject line through December 31, 2029.

Regards,
Joanne

Joanne L. Oweis
Office of the Nassau County Attorney
Counsel, Nassau County Department of Social Services
60 Charles Lindbergh Blvd.

Uniondale, NY 11553-3686
(516) 227-7025
joanne.oweis@hhsnassaucountyny.us

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 1, 2022 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), executed by Nassau County, 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 for and on behalf of the Nassau County Department of Social Services (the "Department"), having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 and (ii) American Records Management Systems, Inc., a corporation formed under the laws of the state of New York, having its principal office at One Corporate Drive, Hauppauge, New York 11788(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, the Contractor desires 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;

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

1. Term. This Agreement shall commence on April 1, 2022 and terminate on March 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following (collectively the "Services"):
    a. Managing and Transport of Storage Boxes.
        i. The Contractor will provide sturdy 1.2 cubic foot cartons for the transport and storage of client's files for the Department, the Department of Human Services, the Veterans Service Agency and the Department of Health. The Department shall record the sequential order of the files in each carton, and this sequence will be related to the carton barcode number which will be placed on the end panel of the carton. The barcode label will be read by an election scanner, which will be downloaded into the Department's record storage computer program allowing location for each closed file in the Contractor's facility to be electronically controlled.
        ii. Once the Department has packed, catalogued, and bar-coded the cartons, the Contractor will transfer the cartons from the Department's Central Inventory Room to the loading dock of the Department's Uniondale building. The Contractor shall be responsible for loading the

cartons into a truck and transporting these cartons to the Contractor's storage facility. The Contractor will not intrude on the Department's daily work schedule while packing and shipping closed client files.

b. Storage and Maintenance of Cartons and Files.
   i. Once the cartons have been shipped to the Contractor's storage facility, each carton is placed on steel shelving off the floor. Contractor warrants and represents that their storage facility is structurally sound, single occupancy, and safeguarded by fire and intrusion alarms as well as video surveillance cameras at all times. The Contractor agrees to maintain the sound condition of the facility throughout the duration of the agreement.
   ii. The Contract shall electronically monitor the location of the cartons containing the Department's closed client files stored at the Contractor's facility. An electronic scanner that is downloaded into the Contractor's record storage computer program reads the barcode label and the storage location; thus the location of each box in the Contractor's facility is electronically controlled. Once a carton is entered into the Contractor's computer system its movement will be electronically controlled. The Contractor will also incorporate a computer copy of the inventory of the closed files into the Department's computer system.
   iii. The files shall be maintained in closed cartons.
   iv. Confidentiality Requirements.
      1. The Services described in the Agreement involve the handling of name specific client information, which is confidential in nature. Only authorized staff shall handle confidential information in accordance with their designated duties.
      2. Such authorized staff will be instructed by the Contractor regarding the Department's confidentiality requirements as governed by certain sections of the New York State Social Services Law (NYS Social Services Law Section 136 (Public Welfare Records), Section 372 (Foster Care Records), Section 422 (Protective Services) and Sections 422 and 424 (Child Care Review Services)), as well as, pertinent regulations found in Title 18 of the NY Code of Rules and Regulations parts 357, 431.7, 465 and the U.S. Public Health Law, Article 27 and the Health Insurance Portability and Accountability Act of 1996 as amended. The Contractor will be subject to prescribed penalties, which may include criminal sanctions, if the vendor willfully violates or fails to comply with the provisions of these various laws and regulations.
      3. Each authorized staff member will execute and sign the attached statement on confidentiality attached hereto as **Exhibit B**. The Contractor shall maintain a copy of signed confidentiality from in each of the employee's permanent personnel files.

c. Retrieval of Closed Client Files.
    i. Only authorized Department personnel can make retrieval requests.
    ii. A Request Form that details the specific cartons and/or files to be retrieved will be faxed to the Contractor's computer department. When a carton is retrieved the barcode label will be scanned and downloaded into the Contractor's computer system which will note the time and date of removal.
    iii. When a specific file is requested, as opposed to an entire carton, an outcard will be placed in the carton noting the date of removal at the time the file is taken from the carton. The retrieved file will be bar-coded so that its location at the Department will be electronically monitored.
    iv. The Contractor will transport retrieved material to the Department within twenty-four hours of the request. The Department will furnish the Contractor with a signed receipt upon receiving the retrieved material, and the Department's central file room computer system will be updated to reflect that the retrieved files are reactivated.
    v. The Contractor shall transport retrieved material back to Contractor's storage facility upon the Department no longer requiring the retrieved material.
    vi. Emergency retrievals and deliveries will be performed as quickly as possible and must be completed within the same business day.
d. Refiling. The Contractor's computer staff will first record files, which are to be returned to storage. The file is then placed in the same storage carton and the outcard, which was placed in the carton at the time of retrieval, is removed and returned to the Contractor's computer department to confirm correct replacement.
e. Photocopy, Scan and/or Facsimile Transmission. Contractor shall provide photocopies, scanned/email and/or fax transmissions of pages in storage.
f. Document Filing. The Department receives documents which are to be interfiled in a closed case folder. The Department will place such documents in an envelope and box them for transport to the Contractor. The Department will bar code the boxes of documents to enable the retrieval of the documents when the case folder is requested.
g. Barcoded Based Computer System.
    i. The Contractor shall operate an automated barcoded based computer system to control activities at the storage site that can interface with the Department's barcoded based computer system.
    ii. The Contractor shall provide ongoing maintenance and purchase needed hardware, software and supplies for the tracking system that is part of the file automation software program installed in the Department's computer in the central file room.

iii. The Contractor shall be available to answer questions concerning the use and operation of the computer system as these questions arise for as long as this Agreement is in effect.

h. Change in Status of Files and Purging of Closed Files.
   i. Transfer of files from Active to Closed Status. Newly closed client files will be electronically removed from the active file system. Department will place newly closed files in bar-coded cartons for transport to the storage facility. Upon arrival at the storage facility the Contractor will electronically record the closed files and these files will be placed on storage shelving off the floor.
   ii. Purging of Files. The Department may request that certain files be destroyed at any time. After receiving a signed Destruction Request from the Department, the Contractor will shred the specified files at their storage facility. Shredded documents will automatically be bailed with thousands of other documents to safeguard confidentiality and the Contractor will dispose of this shredded material in a responsible manner. The Contractor will provide a signed Certificate of Destruction attesting to the destruction of material earmarked by the Department and the date destruction was accomplished. The Contractor guarantees destruction of material within 30 days of notification by the Department.

i. Storage Facility. The Contractor warrants and represents the following:
   i. Contractor's storage facilities and transportation will provide a level of storage and protection for documents consistent with industry standards and must meet all federal, New York State (NYS), and local building and zoning regulations. The storage facility will be properly shelved, fully secured and equipped with a motion, intrusion alarm system, fire suppression, smoke, and heat detector system to prevent loss from theft and fire all monitored 24/7 and at a level of protection consistent with industry standards. The records storage facility will not house any hazardous material. Storage facilities are not located within a flood area or risk exposure from external hazards.
   ii. Contractor will provide sufficient physical storage capacity to accommodate the Department's needs. The facility must provide secure, structurally sound, environmentally safe and climate controlled storage. The Contractor agrees to store the Department's records in a single facility located close enough to the Department's Uniondale office to guarantee same-day and next-day delivery service.

j. Monitoring by the Department. The Department shall determine the methods that may be utilized to monitor Contractor's compliance with the requirements herein. Monitoring methods may include, but are not limited to, on-site reviews, establishment of a formal weekly or monthly reporting system, or establishment of monthly district/provider meetings in which Contractor's activities are monitored by Department staff.

3. Payment.

a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Eight Hundred and Seventy-Five Thousand Dollars ($875,000.00) (the "Maximum Amount"), which shall be payable in accordance with the rates attach as **Exhibit A** which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

b. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred and Seventy-Five Thousand Dollars and 00/100 ($175,000.00). Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

c. 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").

d. 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.

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

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

g. Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365-day calendar year. The maximum amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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

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, human rights, 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 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 to this Agreement 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

e. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

f. 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.

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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) 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 the other 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). If necessary, Contractor agrees to transition and/or transfer the inventory located at its facility and County agrees to pay Contractor for such services as per the rates specifically identified in Exhibit A ("Cost of Transfer and Transition of Current Inventory" and "Monthly Storage Fee") and the Maximum Amount shall be amended to provide for payment of such services to the Contactor. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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. 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, third party approvals and other governmental 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.

20. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

AMERICAN RECORDS MANAGEMENT SYSTEMS, INC.

By: _____
Name: Denis Montera
Title: Vice President
Date: 7/4/2022

NASSAU COUNTY

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

ARTHUR T. WALSH
Chief Deputy County Executive
8-16-22

PLEASE EXECUTE IN BLUE INK

Doc ID 158531.3

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

On the 4th day of May in the year 2022 before me, the undersigned, personally appeared Denis Montera personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

KEVIN D. MONTERA
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 8/24/2022

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

On the 16th day of August in the year 2022 before me, the undersigned, personally appeared Arthur T. Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions

included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it

contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

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

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

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

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Denis Montera (Name)

   1 Corporate Dr., Hauppauge, NY 11788 (Address)

   631-231-1318 (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 ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action_____has__✓__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.

5/4/2022
Dated

Signature of Chief Executive Officer

Denis Montera
Name of Chief Executive Officer

Sworn to before me this

4th day of May, 2022

Notary Public

KEVIN D. MONTERA
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 8/24/2022

Certified: --

E-92-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 17, 2026 9:45 AM

NIFS ID: CQAT26000019

Capital:

Contract ID #: **CQAT26000019**

NIFS Entry Date: **06/10/2026**

Department: County Attorney

Service: **special counsel (Borecky)**

Term: **May 5, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Abrams Fensterman LLP**	ID#:**113522661**
Main Address: **3 Dakota Drive, Suite 300 Lake Success, NY 11042**	
Main Contact: **Ernesto Gallone**	
Main Phone:	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Abrams Fensterman, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known Claudia Borecky and Mariateresa Thiery v. County of Nassau, Bruce Blakeman and Patrick J. Ryder, Docket No. 26-cv-02049 (ST).

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.
In a streamlined mini-bid solicitation issued April 16, 2026, a total of fifty-two (52) law firms qualified in the areas of Federal Civil Rights and Municipal Defense were solicited from the Special Counsel Panel. Seven (7) firms responded. After reviewing several factors, the committee found that Counsel possesses a satisfactory reputation in state and federal courts handling Federal Civil Rights cases for municipalities. Based on the committee's analysis of all the proposals it was determined that Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of this contract is $510,000. The partial encumbrance will be $100,000.

Change in Contract from Prior Procurement: N/A - This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1808

Advertised On: 04/25/2018

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/31/2018

Number of proposals received: 45

Evaluation Committee members: Lisa LoCurto, Daniel Gregware, Sighle Lynch

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Selection of Counsel resulted from a streamlined mini-bid solicitation issued on April 16, 2026, using the established Panel of law firms. The vendor was deemed qualified from the above referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
LIT	60	6000	DE	BULIT6000	DE502	BULIT6000 DE502	01	$100,000.00
						TOTAL		**$100,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$100,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$100,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	06/26/2026 10:55AM	Approved
NIFS Final Approval	Mary Nori	06/26/2026 10:55AM	Approved
Final Approval	Mary Nori	06/26/2026 10:55AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/30/2026 01:17PM	Approved
RE & Insurance Verification	Julie Silverstein	06/30/2026 01:17PM	Approved
NIFS Approval	Mary Nori	06/30/2026 05:36PM	Approved
Final Approval	Mary Nori	06/30/2026 05:36PM	Approved
OMB			
NIFS Approval	Raquel Rosen	06/26/2026 02:08PM	Approved
NIFA Approval	Irfan Qureshi	06/30/2026 11:26AM	Approved
Final Approval	Irfan Qureshi	06/30/2026 11:26AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/01/2026 10:36AM	Approved
DCE Compliance Approval	Robert Cleary	07/06/2026 05:00PM	Approved
Vertical DCE Approval	Arthur Walsh	07/16/2026 10:59AM	Approved
Final Approval	Arthur Walsh	07/16/2026 10:59AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/16/2026 05:32PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND ABRAMS FENSTERMAN LLP

WHEREAS, the County has negotiated a personal services agreement with Abrams Fensterman LLP, to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Abrams Fensterman LLP.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 for and on behalf of the **Office of the Nassau County Attorney,** having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **Abrams Fensterman, LLP,** with an office located at 3 Dakota Drive, Suite 300, Lake Success, NY 11042 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on May 5, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *Claudia Borecky and Mariateresa Thiery v. County of Nassau, Bruce Blakeman and Patrick J. Ryder,* Docket No. 26-cv-02049 (ST), wherein plaintiffs allege their civil rights were violated (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Five Hundred Ten Thousand Dollars ($510,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner/Of Counsel:	$395.00
(ii)	Associate:	$325.00
(iii)	Paralegal/Law Clerk:	$150.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be One Hundred Thousand Dollars ($100,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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, Counsel agrees as follows:

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) 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.

(e) 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.

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

(iv) 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;

(v) 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;

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

(vii) 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;

(viii) 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

(ix) 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.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) 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 of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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 County. 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, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), 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 Counsel 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 Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, 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.

15. 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, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE 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. Counsel shall send or deliver copies of the documents presented to the CDCE 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 CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

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

17. 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.

18. 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 Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. 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 requisite County and other governmental 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.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

ABRAMS FENSTERMAN, LLP

By:_____

Name: Howard Fensterman, Esq.

Title: Managing Partner

Date: 6/5/26

NASSAU COUNTY

By:_____

Name: Thomas A. Adams

Title: County Attorney

Date: June 9, 2026

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

☐ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

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

On the 5 day of June in the year 2026 before me personally came Howard Fensterman 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 the Managing Partner of Abrams Fensterman, LLP, 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

SUZANNE F. ALMELA
Notary Public, State of New York
No. 01AL6051883
Qualified in Nassau County
Commission Expires December 7, 2026

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

On the 9 day of June in the year 2026 before me personally came **Thomas A. Adams** 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 the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

HEATHER M OGGERI
Notary Public - State of New York
NO. 01OG0045638
Qualified in Nassau County
My Commission Expires Jan 14, 2030

STATE OF NEW YORK)
)ss.:
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 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

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 and 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 a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's 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, blueprints 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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Howard Fensterman (Name)

   3 Dakota Drive, Lake Success, NY 11042 (Address)

   516 328-3953 (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 County and 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 NOT has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

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

investigation has been commenced, describe below:

_____

_____

_____

_____

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

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

6/5/26
Dated

Signature of Chief Executive Officer

Howard Fensterman
Name of Chief Executive Officer

Sworn to before me this

5 day of June, 2026.

Suzanne F Almela
Notary Public

SUZANNE F. ALMELA
Notary Public, State of New York
No. 01AL6051883
Qualified in Nassau County
Commission Expires December 4, 2026

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Abrams Fensterman LLP

2. Amount requiring NIFA approval: $510,000.00

Amount to be encumbered: $100,000.00

Slip Type: New

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: to May 5, 2026 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: Services in the contract required immediate representation.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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 a new contract with Abrams Fensterman, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known Claudia Borecky and Mariateresa Thiery v. County of Nassau, Bruce Blakeman and Patrick J. Ryder, Docket No. 26-cv-02049 (ST).

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 06/30/2026

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.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: Robert Cleary, Chief Procurement Officer

FROM: Anthony Caruso, Attorney's Assistant

DATE: July 6, 2026

RE: Adverse Information Memo for Abrams Fensterman LLP

Abrams Fensterman LLP (the "Firm") had mentioned on their Business History Form that there is currently an on-going inquiry into their medical debt collection practice, and that they are currently unaware of any wrongdoing.

When the County Attorney's Office (the "Office") asked the Firm for more details, they stated that the Attorney General of New York State opened the inquiry in June 2024. The Firm reiterated that they were, and still are, unaware of any wrongdoing. The Firm also mentioned that the inquiry did not result in any findings, nor has there been any movement or further action.

The Office has reviewed the above information and found the Firm responsible for this award.

Cleary, Robert

From: Nori, Mary
Sent: Monday, July 6, 2026 2:46 PM
To: Cleary, Robert
Cc: Caruso, Anthony; Oggeri, Heather
Subject: FW: 2 of 2 - More info needed on Business History Form

Below is what we received from Abrams.

Mary J. Nori

Assistant County Attorney
Municipal Transactions Bureau
Director, Internship/Externship and CLE Programs
Office of the Nassau County Attorney
One West Street
Mineola, New York 11501
516-571-6083
mnori@nassaucountyny.gov

The Office of the Nassau County Attorney has been certified by the New York State Continuing Legal Education Board as an Accredited Provider of continuing legal education.

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be an attorney/client communication and, if so, is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including any attachments).

From: Ernesto Gallone <EGallone@Abramslaw.com>
Sent: Monday, July 6, 2026 2:42 PM
To: Caruso, Anthony <ACaruso@nassaucountyny.gov>
Cc: Suzanne Fleres <SFleres@Abramslaw.com>; Nori, Mary <mnori@nassaucountyny.gov>; Oggeri, Heather <HOggeri@nassaucountyny.gov>; Robert Spolzino <RSpolzino@Abramslaw.com>
Subject: Re: 2 of 2 - More info needed on Business History Form

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Mr. Caruso,

In response to the questions below:

The AG of NYS had opened an inquiry into the firm's medical debt collection practice. The firm was not, and currently, is not aware of any wrongdoing. To date, there have been zero findings from this inquiry, and there has not been any movement, or further action.

Thank you.

A|F

Ernesto Gallone
Controller | Abrams Fensterman, LLP
Long Island Office
3 Dakota Drive Suite 300
Lake Success, New York 11042
Office | 516-328-2300 x144
Fax | 516-368-9525
EGallone@Abramslaw.com
www.abramslaw.com

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.
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On Jul 2, 2026, at 12:37, Caruso, Anthony <ACaruso@nassaucountyny.gov> wrote:

Hello everyone,

On question 13, your firm has mentioned that there is currently an on-going inquiry into your firm's Medical Debt Collection practice, and that your firm is currently unaware of any wrong doing.

The County's compliance office is looking for more details on the "on-going inquiry." Who is investigating the firm? Have there been any findings? What is the current status?

Please provide this information at your earliest opportunity.

Thank you,

Anthony J. Caruso

Attorney's Assistant I
Office of the Nassau County Attorney
One West Street
Mineola, New York 11501

(516) 571-4030
acaruso@nassaucountyny.gov

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 [X] NO [ ] If yes, to what campaign committee?

Contributions have been made to the campaigns for the County Executive, Comptroller, and District Attorney. Specifically:
Anne Donnelly for District Attorney
Blakeman for Nassau
Phillips for Comptroller

Electronically signed and certified at the date and time indicated by:
Ernesto Gallone [EGALLONE@ABRAMSLAW.COM]

Dated: 07/02/2026 12:44:43 pm

Vendor: Abrams Fensterman, LLP

Title: Controller

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: Howard Fensterman

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 3 Dakota Drive, Suite 300

City:	Lake Success	State/Province/ Territory:	NY	Zip/Postal Code:	11042
Country	US				
Telephone:	5163282300				

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		Secretary	
Chief Financial Officer		Partner	01/01/2000
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Howard Fensterman is the Managing Partner and the Principal Equity Partner of Abrams Fensterman LLP

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Please see attachment.

1 File(s) uploaded: List of HF ownership holdings.docx

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Howard Fensterman , 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, Howard Fensterman , 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.

Abrams Fensterman, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Howard Fensterman HFENSTERMAN@ABRAMSLAW.COM

Managing Partner

Title

05/19/2026 05:25:07 pm

Date

LIST OF HOWARD FENSTERMAN'S HOLDINGS

New York

6.24% of Zelda Enterprises, LLC
- Member
- Real Estate

39.08% of Eliahu Management LLC, 3 Dakota Drive, Suite 300, Lake Success, New York 11042
- Member and Managing Member
- Real Estate - owns 10.348% of Zelda Enterprises, LLC

15.67% of Pinegrove Manor LLC, 15 St. Paul's Place, Great Neck, NY 11021
- Member and Managing Member
- Real Estate

90% of Howbob LLC, 3 Dakota Drive, Suite 300, Lake Success, New York 11042
- Member and Managing Member
- Real Estate - owns 13.33% of White Plains Mezzanine LLC, which owns 100% of White Plains Healthcare Properties I LLC.

13.40% of CCC Equities I, LLC, 3 Dakota Drive, Suite 300, Lake Success, New York 11042
- Member and Managing Member
- Real Estate - owns 80% of White Plains Mezzanine LLC, which owns 100% of White Plains Healthcare Properties I LLC.

1% of Fensterman Family Limited Liability Company
- Member and Manager
- FFLLC is a 20.74% Member of Juda LLC, Juda, LLC owns 36 % of Viaclean Technologies.

25% of Viaclean II, LLC

Ohio

5.09% of OH 10 Propco Holdco, LLC
- Member
- Real Estate

Pennsylvania

15.60% of PA5 Propco Holdco LLC
- Member
- Real Estate

Florida

100% of Davie Holdings 66, LLC, 3 Dakota Drive Suite 300 Lake Success, NY 11042

- Managing Member
- Davie Holdings 66, LLC owns 47.5% of Hoanju Enterprises, LLC.

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: 05/13/2026

1) Proposer's Legal Name: Abrams Fensterman, LLP

2) Address of Place of Business: 3 Dakota Drive Suite 300

City: Lake Success State/Province/ Territory: NY Zip/Postal Code: 11042

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: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

The Law Firm sublets our Long Island office space with smaller law practices. They have their own section of our suite. The Law Firm also sublets office space in our Albany office.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

The business is affiliated with Capital Health Consulting, LLC. They are located in Albany, New York.

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

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

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

There is currently an on-going inquiry into the firm's Medical Debt Collection practice. At this time, the firm is unaware of any wrong doing.

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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 Law Firm performs conflict checks on all matters and clients as they enter the firm.

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 [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/2000

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.

Please see attached.

1 File(s) uploaded: Equity Partners - Abrams Fensterman LLP 2026 (1).xlsx

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

Please see attached.

1 File(s) uploaded: Executive Committee - Abrams Fensterman LLP 2026.xlsx

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

270

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see attached.

1 File(s) uploaded: Firm Credentials.pdf

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

B. Indicate number of years in business.

26

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

The Law Firm has extensive experience in meeting all of the county's needs in regards to legal services.

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

Company	The Premier Network
Contact Person	Benjamin Landa
Address	1044 Broadway

City	Woodmere	State/Province/Territory	NY
Country	US		
Telephone	(516) 869-3700		
Fax #			
E-Mail Address	landabenjamin@gmail.com		

Company	Krantz Financial
Contact Person	Jerome Krantz
Address	410 Jericho Turnpike Suite 213

City	Jericho	State/Province/Territory	NY
Country	US		
Telephone	(516) 364-2669		
Fax #			
E-Mail Address	Jkrantz@krantzfinancial.com		

Company	Central Avenue Chrysler Jeep Inc.
Contact Person	Jonathan Grant
Address	1839 Central Avenue

City	Yonkers	State/Province/Territory	NY
Country	US		
Telephone	(516) 551-8005		
Fax #			
E-Mail Address	J.Grant@centralave.com		

I, Ernesto Gallone , 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, Ernesto Gallone , 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: Abrams Fensterman LLP

Electronically signed and certified at the date and time indicated by:
Ernesto Gallone EGALLONE@ABRAMSLAW.COM

Controller
Title

05/13/2026
Date

ABRAMS FENSTERMAN, LLP

Equity Partners of Law Firm

Member	Address	City	State	Zip Code
Howard Fensterman	[redacted]	[redacted]	[redacted]	[redacted]
Patrick Formato	[redacted]	[redacted]	[redacted]	[redacted]
RoseAnn Branda	[redacted]	[redacted]	[redacted]	[redacted]
Ethan Gerber	[redacted]	[redacted]	[redacted]	[redacted]
Robert Spolzino	[redacted]	[redacted]	[redacted]	[redacted]
Keith Singer	[redacted]	[redacted]	[redacted]	[redacted]
Ayman Soliman	[redacted]	[redacted]	[redacted]	[redacted]
Jordan Fensterman	[redacted]	[redacted]	[redacted]	[redacted]
Jill Spielberg	[redacted]	[redacted]	[redacted]	[redacted]
Doug Stern	[redacted]	[redacted]	[redacted]	[redacted]
Mark Caruso	[redacted]	[redacted]	[redacted]	[redacted]
Anthony Genovesi	[redacted]	[redacted]	[redacted]	[redacted]
Moriah Adamo	[redacted]	[redacted]	[redacted]	[redacted]
Alex Leibson	[redacted]	[redacted]	[redacted]	[redacted]
Danielle Visvader	[redacted]	[redacted]	[redacted]	[redacted]
Justin Kelton	[redacted]	[redacted]	[redacted]	[redacted]
Grace Borrino	[redacted]	[redacted]	[redacted]	[redacted]
Nancy Levitin	[redacted]	[redacted]	[redacted]	[redacted]
Melanie Wiener	[redacted]	[redacted]	[redacted]	[redacted]
Elliot Steinmetz	[redacted]	[redacted]	[redacted]	[redacted]
Rachelle Rosenberg	[redacted]	[redacted]	[redacted]	[redacted]
Amanda Rieben	[redacted]	[redacted]	[redacted]	[redacted]

ABRAMS FENSTERMAN, LLP

Executive Committee of Law Firm

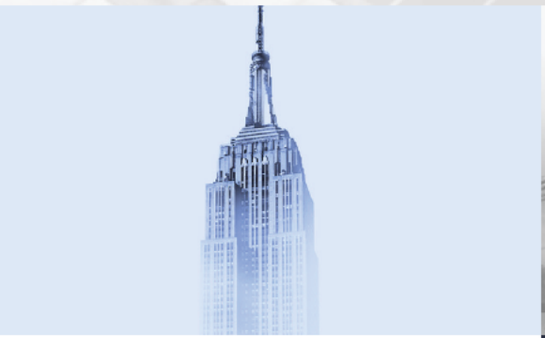
Member	Address	City	State	Zip Code
Howard Fensterman	[redacted]	[redacted]	[redacted]	[redacted]
Patrick Formato	[redacted]	[redacted]	[redacted]	[redacted]
RoseAnn Branda	[redacted]	[redacted]	[redacted]	[redacted]
Ethan Gerber	[redacted]	[redacted]	[redacted]	[redacted]
Robert Spolzino	[redacted]	[redacted]	[redacted]	[redacted]
Robert Abrams	[redacted]	[redacted]	[redacted]	[redacted]
Jordan Fensterman	[redacted]	[redacted]	[redacted]	[redacted]
Jill Spielberg	[redacted]	[redacted]	[redacted]	[redacted]
Ayman Soliman	[redacted]	[redacted]	[redacted]	[redacted]

ABRAMS FENSTERMAN, LLP

ATTORNEYS AT LAW

LOCAL RESPECT. STATEWIDE REACH.

LONG ISLAND (516) 328-2300 | **BROOKLYN** (718) 215-5300 | **WHITE PLAINS** (914) 607-7010 | **ROCHESTER** (585) 218-9999 | **ALBANY** (518) 535-9477













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- Mental Health Law
- Elder Law and Special Needs
- Guardianships
- Nursing Homes
- Political and Election Law
- Municipal law
- Environmental, Land Use
- OMPC / OPD Defense
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ATTORNEYS AT LAW

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COUNTY OF NASSAU

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

1. Name of the Entity: Abrams Fensterman, LLP

Address: 3 Dakota Drive Suite 300

City: Lake Success State/Province/Territory: NY Zip/Postal Code: 11042

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (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):

1 File(s) uploaded: Equity Partners - Abrams Fensterman LLP 2026.xlsx

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.

1 File(s) uploaded: Equity Partners - Abrams Fensterman LLP 2026.xlsx

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.

Capital Health Consulting, LLC is an affiliated company of Abrams Fensterman, LLP. They will not take part in performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Ernesto Gallone [EGALLONE@ABRAMSLAW.COM]

Dated: 04/13/2026 10:33:47 am

Title: Controller

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

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Ernesto Gallone state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Abrams Fensterman LLP

Vendor's Address: 3 Dakota Drive Suite 300 Lake Success NY US 11042

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/13/2026 03:45:12 pm

Lobbyist Registration and Disclosure Form: 05/13/2026 03:45:52 pm

Business History Form certified: 05/13/2026 03:49:05 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 04/13/2026 10:33:47 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Howard Fensterman [HFENSTERMAN@ABRAMSLAW.COM]
Date Certified	05/19/2026 05:25:07 pm

I, Ernesto Gallone 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 further 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."

Ernesto Gallone EGALLONE@ABRAMSLAW.COM

Name

Controller

Title

Abrams Fensterman LLP

Name of Submitting Entity

06/04/2026 03:55:54 pm

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

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

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

PRODUCER	CONTACT NAME: Thomas Batista
Marsh & McLennan Agency, LLC 1800 Walt Whitman Road Melville, NY 11747	PHONE (A/C, No, Ext): (516) 277-4480 FAX (A/C, No): E-MAIL ADDRESS: Tom.Batista@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit Insurance Co	41840
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C : StarStone National Insurance Company	25496
INSURER D : Allied World Assurance Company	19489
INSURER E : Greenwich Insurance Company	22322
INSURER F :	

INSURED

Abrams Fensterman, LLP
3 Dakota Drive Suite 300

Lake Success, NY 11042

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Z2Y M300398 00	03/02/2026	03/02/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			Z2Y M300398 00	03/02/2026	03/02/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			Z2Y M300398 00	03/02/2026	03/02/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X075266-26-42-G	02/01/2026	02/01/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Layer II			84451B264ALI	03/02/2026	03/02/2027	Occ/Agg	$5,000,000
D	Lawyers Prof Liab.			0311-2070	03/02/2026	03/02/2027	Occ/Agg	$10,000,000
E	Excess LPL - Layer I			LPE 9040611 06	03/02/2026	03/02/2027	Occ/Agg	$5,000,000

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

The certificate holder is included as an additional insured, on a primary and non-contributory basis, (except for Professional Liability and Workers Compensation), as required by written and executed contract. A waiver of subrogation applies in favor of the additional insured, (except for Professional Liability), as required by written and executed contract.

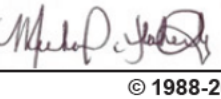
CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan Agency, LLC		Abrams Fensterman, LLP 3 Dakota Drive Suite 300
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance.

Insurer: F - Excess LPL Layer II - QBE Insurance Corporation - Policy #: 100045111
- Term: 03/02/2026-03/02/2027 - Limit: $5,000,000

Insurer: G - Ironshore Indemnity Inc. - Excess LPL Layer III - Policy #: LPL6NAB7PUH006
- Term: 03/02/2026-03/02/2027 - Limit: $5,000,000

Insurer: A - Allmerica Financial Benefit Insurance Co - Property - Policy #: Z2Y M300398 00
- Term: 03/02/2026-03/02/2027 - Total BPP Limit: $17,278,290.00

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

Abrams Fensterman, LLP
3 DAKOTA DRIVE, STE. 300
NEW HYDE PARK, NY 11042

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-328-2300

1c. Federal Employer Identification Number of Insured or Social Security Number
113522661

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL525872

3c. Policy effective period
01/01/2026 to 12/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 05/12/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) **Abrams Fensterman, LLP** **3 Dakota Drive, Suite 300** **Lake Success, NY 11042** **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** **516-328-2300** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Nassau County** **One West Street** **Mineola, NY 11501**	**3a. Name of Insurance Carrier** **The Charter Oak Fire Insurance Company** **3b. Policy Number of entity listed in box "1a"** **UB-6X075266-26-42-G** **3c. Policy effective period** **02-01-2026 to 02-01-2027** **3d. The Proprietor, Partners or Executive Officers are** **X included. (Only check box if all partners/officers included)** **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Matthew Avellino.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Matthew Avellino 05/13/2026
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516 277 4480.

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **June 24, 2026**

SUBJECT: **Delay Memo – Abrams Fensterman, LLP**

The purpose of this memo is to explain the delay with the processing of a new contract between the County and Abrams Fensterman LLP ("Counsel"), the firm selected to represent the County in the *Claudia Borecky and Mariateresa Thiery v. County of Nassau, Bruce Blakeman and Patrick J. Ryder, Docket No. 26-cv-02049 (ST)* matter.

Counsel's services recently commenced on May 5, 2026. Counsel re-certified all disclosures on June 4, 2026, and signed and returned the agreement on June 8, 2026. Upon receipt of same, we reviewed the portal to confirm all was complete, packaged the contract and started the routing process.

We trust this sufficiently explains the reason for the slight delay. Please do not hesitate to contact me if you have any questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-94-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JULY 20, 2026
3:26 PM

NIFS ID: CLPW26000015

Capital: **X**

Contract ID #: **CFPW23000047**
NIFS Entry Date: **07/07/2026**
DPW Contract Number: **B51037-02CM**

Department: Public Works

Service: **EMERGENCY-Correctional Center 832 Bldg Remedial Repairs B51037-02CM Amend 2**
Term: **No change to contract term**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **EnTech Engineering, PC**	ID#:**134138753**
Main Address: **50 Jericho Turnpike, Ste #103** **Jericho, NY 11753** Contract Specific Address: **For Remittance:** **EnTech Engineering, PC** **17 State Street, 36th Floor** **New York, NY 10004**	
Main Contact: **Soudabeh Bayat**	
Main Phone: **(646) 722-0000**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,LCaruso@nassaucountyny.gov,sean.chow@jacobs.com,vyeung@nassaucountyny.gov**

Contract Summary

Purpose: This is Amendment No. 2 to the EMERGENCY CONTRACT for repair of Correction Center 832 Building to continue providing Construction Management Services. Unforeseen conditions caused additional scope of work. This additional work shifted weather-dependent roofing work into the winter months which caused weather-related delays. This extended the project timeline by an additional six (6) months beyond November 2025. Per EnTech's contract terms, their contract co-terminates with construction so there is no need for a time extension. The Department retained EnTech to complete the CM services for the duration

of the roof replacement through post-construction and close-out phases as planned. The Construction Management agreement requires additional funds to continue beyond expected completion time.

Procurement History: A Request for Proposal was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was e-mailed on June 26, 2023, to seven pre-qualified On-Call Vendors due to the Emergency. Proposals were received from five (5) firms on July 28, 2023. Following the review, the technical rank was established, and the cost proposals were opened. The Technical Review Committee recommended that ENTECH be retained to provide Construction Management services for the Nassau County Correctional Center 832 Building Remedial Repair Project. Amendment No. 1 added $550,000.00 to the original contract amount of $1,936,000.00 which increased the contract maximum to $2,486,000.00.

Description of General Provisions: Amendment No. 2 provides an additional $291,530.00 in funding to continue Construction Management Services until Certification of Completion is issued. Per EnTech's contract terms, their contract co-terminates with construction so there is no need for a time extension.

Impact on Funding / Price Analysis: The current contract amount of $2,486,000.00 will be increased by $291,530.00 to a new contract maximum of $2,777,530.00. Funding is available under Capital Project No. 51037.

Change in Contract from Prior Procurement: Adding additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/27/2023

Original procurement method: Emergency

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 51037 000	01	$291,530.00
Project Number 51037 Project Detail 000								
						TOTAL		**$291,530.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$291,530.00
Other	$0.00
Total	**$291,530.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	07/10/2026 07:24AM	Approved
NIFS Final Approval	Christopher Yansick	07/10/2026 07:39AM	Approved
Final Approval	Christopher Yansick	07/10/2026 07:39AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	07/10/2026 07:40AM	Approved
Final Approval	Christopher Yansick	07/10/2026 07:40AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/15/2026 12:18PM	Approved
Approval as to Form	Julie Silverstein	07/15/2026 05:57PM	Approved
NIFS Approval	Mary Nori	07/17/2026 05:03PM	Approved
Final Approval	Mary Nori	07/17/2026 05:03PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/10/2026 09:37AM	Approved
NIFA Approval	Christopher Nolan	07/10/2026 04:17PM	Approved
Final Approval	Christopher Nolan	07/10/2026 04:17PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/20/2026 09:58AM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 11:35AM	Approved
Vertical DCE Approval	Arthur Walsh	07/20/2026 02:04PM	Approved
Final Approval	Arthur Walsh	07/20/2026 02:04PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	07/20/2026 02:34PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENTECH ENGINEERING, PC

WHEREAS, the County has negotiated an amendment to a personal services agreement with EnTech Engineering, PC, to provide professional construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with EnTech Engineering, PC.

AMENDMENT NO. 2

THIS AMENDMENT No. 2 (this "Amendment"), effective as of the date this Amendment is executed by the County of Nassau, 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 Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) EnTech Engineering, PC, (EnTech) having an office at 17 State Street, 36th Floor, New York, NY 10004 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B51037-02CM between the County and the Firm, executed on behalf of the County on December 29, 2023 (the "Original Agreement"), amended on January 26, 2026 (Amendment No. 1) (the "Amended Agreement") the Firm is performing architectural/engineering services for the County in connection with emergency remedial repairs to the roof of the Correctional Center 832 Building located at 100 Carman Ave, East Meadow, NY, 11554, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amended Amount of Consideration that the County agreed to reimburse the Firm for professional services under the Amended Agreement, as full compensation for the Services, was Two Million Four Hundred Eighty-Six Thousand Dollars and Zero Cents ($2,486,000.00); and

WHEREAS, the County and the Firm desire to further amend the original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Two Hundred Ninety One Thousand Five Hundred Thirty Dollars and Zero Cents ($291,530.00), such that the maximum amount to be paid to the Firm for the Firm's Services including any Extra Services that may be so authorized, shall not exceed Two Million Seven Hundred Seventy-Seven Thousand Dollars Five Hundred Thirty Dollars and Zero Cents ($2,777,530.00).

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) 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

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.

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

ENTECH ENGINEERING,PC

By: Susan Bayat
Name: Susan Bayat, PE
Title: President
Date: 6/29/2026

COUNTY OF NASSAU

By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

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

On the 29th day of June in the year 2026 before me personally came Susan Bayat, PE 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 President of EnTech Engineering, PC, 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

ROSA MELENDEZ
Notary Public – State of New York
No. 01ME0032902
Qualified in Kings County
My Commission Expires January 15, 2029

STATE OF NEW YORK)
)ss.:
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 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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: EnTech Engineering, PC

2. Amount requiring NIFA approval: $291,530.00

Amount to be encumbered: $291,530.00

Slip Type: 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: to No change to contract term

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This is Amendment No. 2 to the EMERGENCY CONTRACT for repair of Correction Center 832 Building to continue providing Construction Management Services. Unforeseen conditions caused additional scope of work. This additional work shifted weather-dependent roofing work into the winter months which caused weather-related delays. This extended the project timeline by an additional six (6) months beyond November 2025. Per EnTech's contract terms, their contract co-terminates with construction so there is no need for a time extension. The Department retained EnTech to complete the CM services for the duration of the roof replacement through post-construction and close-out phases as planned. The Construction Management agreement requires additional funds to continue beyond expected completion time.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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.

CNOLAN 07/10/2026

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.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Maria Torchon state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: EnTech Engineering, PC

Vendor's Address: 17 State Street,36th Floor New York NY US 10004

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/22/2026 09:49:03 am

Lobbyist Registration and Disclosure Form: 05/19/2026 08:43:56 am

Business History Form certified: 05/22/2026 10:52:50 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/22/2026 09:34:40 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Soudabeh (Susan) Bayat [SBAYAT@ENTECH.NYC]
Date Certified	06/08/2026 04:37:04 pm

I, Maria Torchon 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 further 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."

Maria Torchon MTORCHON@ENTECH.NYC

Name

Contracts Administrator

Title

EnTech Engineering, PC

Name of Submitting Entity

06/08/2026 04:45:18 pm

Date

Business History Form

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

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

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

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

Date: 05/22/2026

1) Proposer's Legal Name: EnTech Engineering, PC

2) Address of Place of Business: 17 State Street

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

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: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

All the entities below are separate entities from EnTech Engineering, PC, and will not take part in the performance of this contract.
EnTech Engineering of New Jersey, PA
COWI/ENTECH JOINT VENTURE
EnTech & Liriano Engineers PLLC
EnTech Mirabal Engineers PLLC
RAD-ENTECH JV
WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
AVENERGY LLC |
ENTECH ENGINEERING-MEGA SURVEING JV
VENTROP-ENTECH JV

7 File(s) uploaded: 9. Avenergy LLC - Articles of Organization.pdf, 9. Cowi-Entech Joint Venture COA.pdf, 9. EnTech Mega JV.pdf, 9. EnTech&Liriano Engineers PLC.pdf, 9. Entech NJ Certificate of Incorporation.pdf, 9. Ventrop-EnTech JV.pdf, 9. WBE Certificate of Conversion.pdf

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

In the event a conflict occurs with the Contract, EnTech will perform the following procedures:
• Notify the Client
• Promptly provide the Client with all relevant information relating to the conflict and comply with any reasonable requirements.
• Manage and remedy the conflict as required by the Client.

1 File(s) uploaded: 17B. Conflict of Interest Statement.docx

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/17/2000

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.

First Name	Soudabeh				
Last Name	Bayat				
MI		Suffix			
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory	NY	Zip/Postal Code	10004
Country	US				
Position	President				

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

First Name	Soudabeh				
Last Name	Bayat				
MI		Suffix			
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory	NY	Zip/ Postal Code	10004

Country	US
Position	President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

282

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

EnTech Engineering, P.C. (EnTech) is a multi-disciplinary consulting firm with extensive experience in construction management and inspection, environmental consulting, civil design, traffic engineering, site safety services, and BIM consulting services. EnTech provides these services for government agencies and private clients on a variety of projects related to building renovation and reconstruction, highway, road, and street construction, bridge rehabilitation and replacement, and infrastructure and community improvement projects. EnTech employs highly skilled and dedicated personnel who allow us to provide a multitude of specialty engineering services for design, construction, rehabilitation, and remediation projects. EnTech provides cost-effective solutions and maintains an in-house staff that is always ready to respond to any planned or unexpected construction, environmental or health and safety matter that may arise. EnTech is a certified WBE and Local Law 1 firm.

1 File(s) uploaded: 17C. EnTech Capacity - Reliability.pdf

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

3 File(s) uploaded: NY Business License-COA Exp 7-31-26.pdf, NYC SBS Certification - 2026.pdf, WBE ESD Certification exp 5-2030 (4).pdf

B. Indicate number of years in business.

25

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

1 File(s) uploaded: 17C. EnTech Capacity - Reliability.pdf

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	MTA Construction & Development
Contact Person	Farzan Zarrabi
Address	2 Broadway, 8th Floor

City	New York	State/Province/Territory	NY
Country	US		
Telephone	(646) 252-3272		
Fax #			
E-Mail Address	farzan.zarrabi@mtacd.org		

Company	Liro-Hill
Contact Person	Sergio Socolovsky, RA, LEED AP, PMP Project Manager
Address	235 East Jericho Tpk.

City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 636-3743		
Fax #			
E-Mail Address	SocolovskyS@liro-hill.com		

Company	NYCDDC
Contact Person	Dickens Charles
Address	30-30 Thomson Avenue

City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(646) 235-3422		
Fax #			
E-Mail Address	charlesd@ddc.nyc.gov		

I, Maria Torchon , 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, Maria Torchon , 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: EnTech Engineering, PC

Electronically signed and certified at the date and time indicated by:
Maria Torchon MTORCHON@ENTECH.NYC

Contracts Administrator
Title

05/22/2026 10:52:50 am
Date

New York State Department of State

Division of Corporations, State Records and Uniform Commercial Code

Please print this email for your records.

Thank you for submitting your ARTICLES OF ORGANIZATION through the Department of State's Online Filing System. The ARTICLES OF ORGANIZATION has been filed by the Department of State.

We have attached the official filing receipt and any related document(s) for the following entity:

DOS ID: [redacted]
Entity Name: AVENERGY LLC
County: NEW YORK
Filing Date: 03/25/2026
Statement Due: 03/31/2028

- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service.

- You may obtain a Federal Employer Identification Number (EIN) from the Internal Revenue Service (IRS). You must obtain an EIN to identify your business to the IRS and the New York State Department of Taxation and Finance. Visit Employer Identification Number.

- Report your EIN by phone to the New York State Department of Taxation and Finance at 518-485-6027, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Resources
- Instructions for filing Certificates of Correction, Certificates of Amendment and other documents with the Department of State
- Corporation tax information

Contact Information
- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit Contact us for self-help options and telephone numbers.

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE

FILING RECEIPT

ENTITY NAME :	AVENERGY LLC
DOCUMENT TYPE :	ARTICLES OF ORGANIZATION
ENTITY TYPE :	DOMESTIC LIMITED LIABILITY COMPANY
DOS ID :	[redacted]
FILE DATE :	03/25/2026
FILE NUMBER :	260325002557
TRANSACTION NUMBER :	202603250002369-5651309
EXISTENCE DATE :	03/25/2026
DURATION/DISSOLUTION :	PERPETUAL
COUNTY :	NEW YORK
SERVICE OF PROCESS ADDRESS :	SOUDABEH BAYAT C/O ENTECH, 17 STATE STREET, 36TH FLOOR NEW YORK, NY, 10004, USA
ELECTRONIC SERVICE OF PROCESS EMAIL ADDRESS :	N/A
FILER :	STEVEN BERGER, ESQ VEDDER PRINCE, P.C. , 1633 BROADWAY, 31ST FLOOR NEW YORK, NY, 10019, USA
SERVICE COMPANY :	CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT :	45
CUSTOMER REFERENCE :	5704163-1

You may verify this document online at : http://ecorp.dos.ny.gov
AUTHENTICATION NUMBER : 100009936210

TOTAL FEES:	$235.00	TOTAL PAYMENTS RECEIVED:	$235.00
FILING FEE:	$200.00	CASH:	$0.00
PAST DUE FINE FEE:	$0.00	CHECK/MONEY ORDER:	$0.00
CERTIFICATE OF STATUS:	$0.00	CREDIT CARD:	$0.00
CERTIFIED COPY:	$10.00	DRAWDOWN ACCOUNT:	$235.00
COPY REQUEST:	$0.00	REFUND DUE:	$0.00
EXPEDITED HANDLING:	$25.00		

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for AVENERGY LLC, File Number 260325002557 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2026.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100009936209 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
https://dos.ny.gov

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION OF

AVENERGY LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Avenergy LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is: New York

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served.

The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:

Soudabeh Bayat

c/o EnTech, 17 State Street, 36th Floor, New York, NY 10004

(Optional) The email address to which the Secretary of State shall email a notice of the fact that process against the limited liability company has been served electronically upon the Secretary of State is:

X /s/ Steven Berger
(Signature of Organizer)

Steven Berger
(Print or Type Name of Organizer)

Filed with the NYS Department of State on 03/25/2026
Filing Number: 260325002557 DOS ID: [redacted]

ARTICLES OF ORGANIZATION
OF

AVENERGY LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Steven Berger, Esq.

Name:

Vedder Price, P.C.

Company, if Applicable:

1633 Broadway, 31st Floor

Mailing Address:

New York, NY 10019

City, State and Zip Code:

5704163-1

NOTES:

1. This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
3. The Limited Liability Company Law requires that the name end with "Limited Liability Company," "LLC" or "L.L.C." The name of the limited liability company must be uniformly stated throughout this certificate.
4. The filer may not be the limited liability company being formed.
5. The certificate must be submitted with a **$200** filing fee made payable to the Department of State. Preferred payment methods include money order, Visa or Mastercard.

(For Office Use Only)

Filed with the NYS Department of State on 03/25/2026
Filing Number: 260325002557 DOS ID: [redacted]

No. 1789311

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,

do hereby certify that on May 5, 2026 I have compared

the document attached hereto,

CERTIFICATE OF BUSINESS AS PARTNERS FOR ENTECH ENGINEERING - MEGA SURVEYING JOINT VENTURE page(s) 2

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

Business Certificate for Partners

The undersigned certify that they are conducting or transacting business as members of a partnership under the name or designation of EnTech Engineering - Mega Surveying Joint Venture

at 17 State Street, 36th Floor, New York, NY 10004 *County of* New York *State of New York*

and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.	*RESIDENCE*
EnTech Engineering, PC 2543532	17 State Street, 36th Floor, New York, NY 10004
Mega Surveying & Engineering, P.C. 6799620	2825 Third Avenue, 3rd Floor #C8, Bronx, NY 10455

WE FURTHER CERTIFY *that we are the successor in interest to*

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Professional Services *(see next page)*

IN WITNESS WHEREOF, *we have signed this certificate on* April 20 2026

Sandesh Bhatt
EnTech Engineering PC, President

Mega Surveying + Engineering, P.C.
President

STATE OF NEW JERSEY COUNTY OF BERGEN ss.:

On April 20, 2026 before me, the undersigned, personally appeared Maria Victoria Songsong

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of person taking acknowledgment)

Notary Stamp

LUCILLE JARDIOLIN
Notary Public, State of New Jersey
My Commission Expires 07/09/2030

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CO CLK NEW YORK
COUNTY CLERK NEW YORK
NEW YORK, NY. 10007-1402
646-386-5950

SALE

REF#: 00000018
Batch #: 240
05/05/26 10:56:47
SVC FEE APPR CODE: 01032G
APPR CODE: 09432G
ENCRYPTED BY ELAVON
Trace: 18
VISA Contactless
**********0773 **/**

AMOUNT	**$110.50**
SERVICE FEE	**$3.30**
TOTAL	**$113.80**

APPROVED

CHASE VISA
AID: A0000000031010
TVR: 00 00 00 00 00

This transaction includes a non-refundable Service Fee charged by Elavon that will appear on your credit or debit statement as
[Elavon-Service Fee]
All Service Fee inquiries should be directed to Elavon 7300 Chapman Hwy Knoxville, TN 37920 800-725-1243
custsvc@elavon.com

NO REFUNDS ALLOWED
THANK YOU

CUSTOMER COPY

Certificate of Incorporation
Of
Entech Engineering of New Jersey, P.A.

PA

FILED
JUL 20 2011
STATE TREASURER
01010168997

The undersigned, of the age of eighteen years or older, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, Professional, of the New Jersey Statutes, does hereby execute the following certificate of incorporation:

1. The name of the corporation is: **Entech Engineering of New Jersey, P.A.**

2. The purpose for which the corporation is formed is to engage in the practice of **Engineering** and to do any act or activity for which corporations may be organized pursuant to the provisions of Title 14A Corporation, General, of the New Jersey Statutes, provided that the corporation shall not engage in any act or activity for which the consent or approval of any state office, agency, board, department office or any other body of the State of New Jersey without first obtaining such consent or approval.

3. The aggregate number of shares which the corporation shall be authorized to issue is **200** with no nominal or par value.

4. The address of the corporation's initial registered office and the name of the corporation's registered agent therein is:

   Soudabeh Bayat, [redacted]

5. The name, address and license number of the initial Board of Director, to serve until the first annual meeting of shareholders, or until the successors are elected and qualify, are as follows:

   Soudabeh Bayat, [redacted]

6. The number of directors constituting the initial Board of Directors of the corporation is **one**.

7. The name and address of the incorporator is as follows:

   Frank Orlando, [redacted]

8. The initial By Laws of the corporation shall be adopted by the undersigned incorporator. Thereafter, the Board of Directors, to the extent permissible by the New Jersey Professional Corporation Act, may adopt, amend and/or repeal said By Laws.

In witness whereof, I hereto sign this Certificate of Incorporation.

Dated: **July 19, 2011**

Frank Orlando
Incorporator

2408860
4366066

Written Consent
Of
Incorporator to
Organizational Action
Of

Entech Engineering of New Jersey, P.A.

The following action is taken this day through this instrument by the incorporator of the above named corporation.

1. The adoption of the initial Bylaws for the corporation.

2. The election of the following person(s) to serve as director(s) of the corporation until the first shareholders' meeting at which directors are elected.

Soudabeh Bayat, [redacted]

Dated: **July 19, 2011**

Frank Orlando
Incorporator

No. 1713179

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,

do hereby certify that on September 9, 2025 I have compared

the document attached hereto,

BUSINESS CERTIFICATE OF: VENTROP - ENTECH JV page(s) 2

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

Business Certificate for Partners

The undersigned certify that they are conducting or transacting business us members of a partnership under the name or designation of Ventrop - EnTech JV

ut 17 State Street 36th Floor, New York, NY 10004 *County of* NEW YORK *State of New York und do further certify that the full names of all the persons conducting or transacting such partnership inclnding the full names of all the partners with the residence address of each such person, and the age of any who may he infants, are ns follows:*

NAME Specify which are infants and state ages.	*RESIDENCE*
EnTech Engineering, PC	17 State Street 36th Floor, New York, NY 10004
Ventrop Engineering Consulting Group PLLC	369 West 34th Street, 2nd Floor, New York, NY 10001

WE FURTHER CERTIFY *that we are the successor in interest to*

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Professional Engineering Services *(see next page)*

Soudabeh Bayat

IN WITNESS WHEREOF, *we have signed this certificate on* September 9th 2025

Soudabeh Bayat
President on behalf of EnTech Engineering, PC

Wailoon Wong, Principal on behalf of
Ventrop Engineering Consulting Group PLLC

STATE OF NEW YORK, COUNTY OF NEW YORK ss.:

On September 9th, 25 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Paul K. Shim
(signature and office of person taking acknowledgment)

Notary Stamp

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

Blumberg Law Products®

X 74—Certificate of Conducting Business as Partners, Ind., Corp., 4-10

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State of New York
County of New York } ss.:

On September 9th, 2025 before me, the undersigned, personally appeared Soudabeh Bayat, President of EnTech Engineering personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Paul K.
(signature and office of individual taking acknowledgment)

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

State of New York
County of Kings } ss.:

On September 9th, 2025 before me, the undersigned, personally appeared Wailoon Wong, Principal of Ventrop Engineering. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

MARLEN DAGHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6298433
Qualified in Kings County
My Commission Expires March 10, 2026

INDEX No. 499/25B

Certificate

of

CONDUCTING BUSINESS UNDER
THE NAME OF

Ventrop - EnTech JV

RETURN FILED TO CLERK

000499 SEP 25

COUNTY CLERK N.Y. CO FILED

GBL §130.4. A certified copy of the original certificate, or if an amended certificate has been filed, then of the most recent amended certificate filed shall be conspicuously displayed on the premises at each place in which the business for which the same was filed is conducted.

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

Filer: SOUDABEH BAYAT
WBE-CONSTRUCTION MANGEMENT ALLIANCE
17 STATE ST 36TH FLOOR
NEW YORK, NY, 10004, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

DOS ID:	[redacted]
Entity Name:	WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
Statement Due Date:	07/31/2024

- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. https://filing.dos.ny.gov/eBiennialWeb/

Contact Information

- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit https://www.tax.ny.gov/help/contact for self-help options and telephone numbers.



NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE

FILING RECEIPT

ENTITY NAME :	WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
DOCUMENT TYPE :	CONVERSION – 1006(E)(B) EXISTING LLC
ENTITY TYPE :	DOMESTIC LIMITED LIABILITY COMPANY
DOS ID :	[redacted]
FILE DATE :	07/28/2022
FILE NUMBER :	220729000692
TRANSACTION NUMBER :	202207280001672-1126824
EXISTENCE DATE :	07/22/2022
DURATION/DISSOLUTION :	PERPETUAL
COUNTY :	NEW YORK
SERVICE OF PROCESS ADDRESS :	SAMANTHA ADELSON C/O ENTECH, 17 STATE STREET, 36TH FL NEW YORK, NY, 10004, USA
FILER :	SOUDABEH BAYAT WBE-CONSTRUCTION MANGEMENT ALLIANCE, 17 STATE ST 36TH FLOOR NEW YORK, NY, 10004, USA
SERVICE COMPANY :	CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT :	45
CUSTOMER REFERENCE :	842325 KXK

You may verfiy this document online at : http://ecorp.dos.ny.gov
AUTHENTICATION NUMBER : 100001945910

TOTAL FEES:	$275.00	TOTAL PAYMENTS RECEIVED:	$275.00
FILING FEE:	$200.00	CASH:	$0.00
CERTIFICATE OF STATUS:	$0.00	CHECK/MONEY ORDER:	$0.00
CERTIFIED COPY:	$0.00	CREDIT CARD:	$0.00
COPY REQUEST:	$0.00	DRAWDOWN ACCOUNT:	$275.00
EXPEDITED HANDLING:	$75.00	REFUND DUE:	$0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC, File Number 220729000692 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 29, 2022.

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100001946287 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF CONVERSION OF WBE Construction Management Alliance

(Insert Name of Partnership/Limited Partnership)

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC

(Insert Name of Limited Liability Company)

Under Section 1006(e)(B) of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC.

SECOND: The date of filing of its articles of organization is: 07/22/2022.

THIRD: The ☒ partnership ☐ limited partnership was, in accordance with the provisions of the Limited Liability Company Law, duly converted to a limited liability company.

(Please note: The conversion of a limited partnership to a limited liability company does not become effective until a certificate of cancellation is filed for the limited partnership. See LLCL §1006(f)&(g) and PL §121-203.)

FOURTH: The name of the ☒ partnership ☐ limited partnership is:

WBE Construction Management Alliance.

FIFTH: In the case of a limited partnership, the date its initial certificate of limited partnership was filed by the Department of State is: _____.

X _____
(Signature)

Soudabeh Bayat
(Type or print name)

Capacity of signer *(Check appropriate box)*:

☒ Member
☐ Manager
☐ Authorized Person

Filed with the NYS Department of State on 07/28/2022
Filing Number: 220729000692 DOS ID: [redacted]

CSC-45
DRAWDOWN

CERTIFICATE OF CONVERSION OF

WBE Construction Management Alliance
(Insert Name of Partnership/Limited Partnership)

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
(Insert Name of Limited Liability Company)

Under Section 1006(e)(B) of the Limited Liability Company Law

Filer's Name and Mailing Address:

Soudabeh Bayat
Name:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE
Company, if Applicable:

17 State St 36th Floor
Mailing Address:

New York, NY 10004
City, State and Zip Code:

CUST REF# 842325 KXK

NOTES:

1. The name of the limited liability company and its date of filing its articles of organization provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. If applicable, the name of the limited partnership and the date of filing its initial certificate of limited partnership should also be verified on the Department of State's website.
3. This form was prepared by the New York State Department of State for filing a certificate of conversion of a partnership or limited partnership into an existing limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The certificate must be submitted with a **$200** filing fee made payable to the Department of State.

(For office use only)

RECEIVED
2022 JUL 28 PM 12:05

Filed with the NYS Department of State on 07/28/2022
Filing Number: 220729000692 DOS ID: [redacted]

ENTECH

September 26, 2025

Please note the following statement as our response to Question 17B

In the event a Conflict [interchangeably known herein as Conflict of Interest] occurs under this Agreement or any Client Agreement to which EnTech is a Party, EnTech procedures are as follows:

1. EnTech shall promptly notify the Client [Nassau County] as it becomes aware of any Conflict of Interest [Conflict] or action that may be deemed a Conflict of Interest in accordance with the Client guidelines, Contract guidelines, or New York City Charter as applicable;
2. Upon receipt of notice or in accordance with the Client's guidance, EnTech shall promptly provide the Client with all relevant information relating to the Conflict;
3. EnTech shall manage and remedy the Conflict to mitigate the risk to the Client in accordance with the standards of the Client, NYC Charter, or Contract guidelines as applicable.

EnTech certifies that its Conflict-of-Interest Policy shall exist mutually inclusive of the Client's Conflict policy and adjust to meet the Client [Nassau County] requirements. Should EnTech be required by the Client to remove an individual who presents a Conflict, it shall promptly take action and submit a suitable replacement to the County for its approval as it becomes aware.

17 State Street, 36th Floor, New York, NY 10004
Tel: (646) 722 0000 | Fax: (212) 785 8018

EnTech Engineering, PC

EnTech Engineering, P.C. (EnTech) is a multi-disciplinary consulting firm with extensive experience in construction management and inspection, environmental consulting, civil design, traffic engineering, site safety services, and BIM consulting services. EnTech provides these services for government agencies and private clients on a variety projects related to building renovation and reconstruction, highway, road and street construction, bridge rehabilitation and replacement, and infrastructure and community improvement projects. EnTech employs highly skilled and dedicated personnel that allow us to provide a multitude of specialty engineering services for design, construction, rehabilitation, and remediation projects. EnTech provides cost-effective solutions and maintains an in-house staff that is always ready to respond to any planned or unexpected construction, environmental or health and safety matter that may arise. **EnTech is a certified WBE and Local Law 1 firm.**

EnTech Mission:

- *Deliver the highest quality services while maintaining the project budget and schedule*
- *Provide a level of service that exceeds the clients' utmost expectations*
- *Offer practical solutions to minimize risks and liabilities*
- *Support that can be counted on to achieve project and business goals in this increasingly competitive marketplace.*

EnTech is committed to excellence in engineering and increased efficiency, while bringing technical expertise along with an entrepreneurial spirit to all of our projects. Proud of our role and participation in the engineering industry, we continue to provide client-focused services and work closely and attentively with private agencies, managers and business owners to fulfill their project goals and challenges.

Staff Credentials

EnTech's personnel resources include dedicated specialists in several related disciplines. EnTech professionals are uniquely capable to serve as an extension of your team for every project that they are associated with. They understand the uniqueness and constraints of each project and the requirements of each client. Whether you need a reliable teammate on a major project or specialized services out-of-house, EnTech is able to provide and carry out all challenges toward successful completion of each and every project.

EnTech provides the following services:

- Construction Management and Inspection
- Environment Engineering and Consulting
- Civil Engineering and Design
- BIM/BrIM, Facility Management, and Laser Scanning
- Geotechnical Engineering and Instrumentation
- Traffic Engineering and Transportation Planning
- Community Outreach
- Civil Rights DMWBE/EEO Compliance

Construction Management and Inspection

EnTech has worked on high-profile and routine construction projects for bridges, highways, roads, infra structure, and buildings, and has always provided highly-qualified personnel with specialties matching the project requirements. Services include:



- Resident Engineering Inspection
- Construction Inspection and Office Engineering at all NICET levels
- Construction Inspection with experience in MPT, SSPC-NACE, Safety-OSHA
- Electrical and Mechanical Inspection
- Building Construction Inspection
- AutoCAD and As-Built Services
- Project Scheduling and Cost Estimation, Review, and Bid Documentation

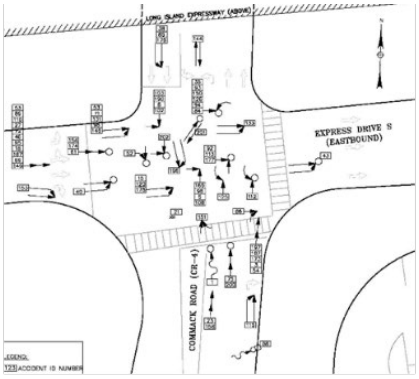
Civil Engineering & Design

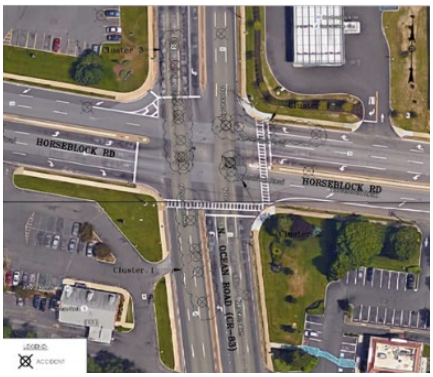
EnTech's design team spans multiple disciplines, including civil design, traffic, environmental, geotechnical, and constructability review and feasibility studies. Our experience also covers emergency construction work, resident engineering, construction inspection and construction support services for new construction and rehabilitation projects. Our proposed staff members on each project possess in-depth knowledge and understanding of the full range of technical issues related to each specific task. We are fully committed to meeting or exceeding the requirements of scope, schedule, and budget on all our projects. We provide consulting services for preliminary and final design of transportation facilities such as highways, bridges, streets, pedestrian accommodation and parking lots. Services include:

- Site assessment and evaluation of existing conditions
- Pavement evaluation and design
- Typical section design
- Development of construction staging for transportation projects
- Development of Work Zone Traffic Control (WZTC) plans
- Drainage design and stormwater management
- Utility relocation assessment and design
- Preparation of geotechnical reports
- Evaluation and design of traffic safety devices
- Evaluation and design of traffic control devices
- Construction cost estimating and specification preparation
- Bid analysis for transportation projects

Traffic Engineering

Complementing EnTech's portfolio of Civil Design services is our Traffic Engineering group with experience in traffic database inventory, future traffic forecasts, traffic signal control, traffic impact study, parking study, construction traffic assessment, work zone traffic control, traffic simulations, and project documentation reports for site development and infrastructure improvements. Services include:





- Highway safety investigation studies
- Highway corridor planning studies
- Design Phases I-VI documents (DR, EA, EIS)
- Traffic impact studies (site plan approvals and expert testimony)
- Parking studies (on-street and off-street)
- Construction traffic assessment and mitigation
- Work Zone Traffic Control (WZTC) stipulations (by NYCDOT-OCMC)
- Maintenance and protection of traffic (MPT) contract plans
- Airline terminal landside developments
- Airport wayfinding sign design (terminal frontages)
- Conceptual access roadway improvements (signs, signals, markings)
- Traffic simulation models (Synchro, CORSIM, VISSIM, Aimsun)
- Project management/client satisfaction (dedicated service)
- Environmental assessment documents and permits
- Traffic Signal Design
- Traffic Data Collection (Supervision)

Geotechnical Engineering

EnTech's team includes geotechnical engineers, soil and boring experts, professional engineers, and environmental scientists all with extensive project experience. With our experience, we are able to plan and scope drilling programs, execute subsurface investigation and testing, and interpret the data to provide useful design recommendations. Some of the services we provide include:

- Geotechnical and structural instrumentation and monitoring
- Sub-surface investigations Investigation and Analysis
- Exploration drilling management
- In Situ Testing & Laboratory Testing
- Tunneling, and underground construction consultation
- Groundwater control design
- Foundations, retaining structures, support of excavation, and underpinning design
- Ground improvement design
- Controlled inspection
- Forensic studies and expert testimony



Building Information Modeling (BIM)

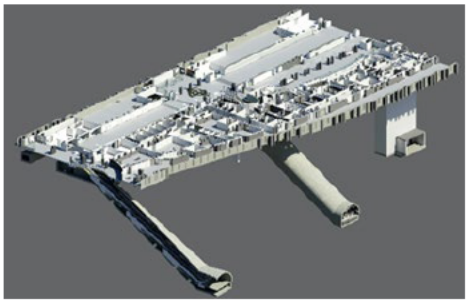
EnTech has strong capabilities in 3D laser scanning and BIM services. EnTech's BIM Team is dedicated to providing high quality BIM services for infrastructure, industrial, and commercial building projects. The BIM Team has worked on major infrastructure projects with New York City Agencies such as MTA NYCT, MTA TBTA, NYCDDC, and NYCDEP. EnTech's successful experience utilizing BIM and 3D laser scanning to incorporate accurately measured existing conditions into the proposed design has led to time and cost savings in projects involving complex existing structures.

Through BIM technology, EnTech has assisted its clients to achieve their goal toward higher quality and savings in time and fees, including:

- *Minimizing change orders and project costs*
- *Uniform visualization for operational analyses*
- *Streamlining of project documentation and drawings*
- *Flexibility for design modifications and "what-if" scenarios*
- *Improved project construction scheduling and construction sequencing analyses*

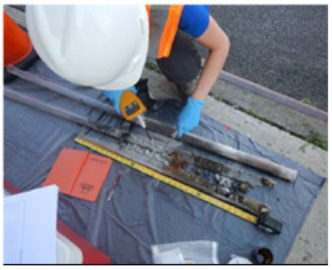
EnTech offers a wide range of services, including:

- 3D Modeling
- Building Information Modeling (BIM)
- 4D and 5D Simulations
- 2D to 3D and BIM Conversion
- 3D Visualization and Photo Realistic Renderings
- Design Walkthroughs and Animation
- 3D Spatial Coordination
- Design Interdisciplinary Coordination and Clash Detection
- Shop Drawing Production for Various Trades
- Project Staffing and Training
- 3D Laser Scanning (LiDAR)
- As-built Condition Verification and Modeling
- Computerized Facility Management Solutions
- Construction Operations Analysis Simulations
- Bridge Information Modeling (BrIM)
- Computational Design
- Point Cloud Processing



Environmental Services

Originally founded as an environmental engineering firm, EnTech provides specialty environmental engineering/monitoring and safety related services for construction, rehabilitation and remediation projects. We provide cost effective solutions for design, construction and rehabilitation related environmental issues and maintain an in-house staff that is always ready to respond to any unexpected environmental, health and safety issues that arise. These services include:





- Environmental Monitoring and Sampling Plans
- CEQR/SEQR Environmental Assessment Support
- Soil and ground water contamination management
- Asbestos Bulk Sampling
- Lead Risk Assessments
- Air, Noise Monitoring; Lead & Asbestos Abatement Monitoring
- Phase I & II Site Assessments
- Soil Sampling and Subsurface Investigations
- HASP Review and Compliance Monitoring

Specialty Services

Site Safety



An accident free work place is not a goal, it is an expectation. Everyone from top managers to employees performing the work believes that safety is important. However, they may not know the precise actions required to ensure safety at the job site. EnTech provides practical recommendations to meet OSHA requirements and to protect employees' and companies' well-being. Services include:

- OSHA compliance and training
- Site Safety Inspection
- Site Safety Plan
- Industrial Hygiene Consulting

Construction Community Liaison (CCL)

EnTech has provided award-winning community liaison services on projects throughout New York City. Effective CCL services are of paramount importance in dense, urban areas such as New York City, where construction can affect parties as diverse as local businesses, residents, public institutions, community leaders, elected officials, local private construction, and City Agency representatives. EnTech's community liaison services are in compliance with related agency requirements and include:

- Coordinating and maintaining communication throughout construction
- Minimizing the impact of construction activity on the local community
- Conducting field work related to public safety and awareness
- Preparing reports and presentations for local community boards and City Agencies
- Reporting concerns and complaints of the businesses and locals to project team

Civil Rights Contract Compliance

EnTech provides EEO and compliance services for construction contracts. EnTech's professional staff is experienced in program development at an organizational, administrative, and subconsultant level, to encompass Title VI, DBE, and EEO contractual requirements. EnTech is familiar with the procurement processes, contractual obligations, and the execution of federally and state-funded projects. As a WBE/DBE company, EnTech fully understands and appreciates the high importance of compliance with regards to participation percentages. EnTech is proud to be a provider of civil rights compliance services for several of the largest infrastructure improvements projects in the New York Metropolitan area. Services include but are not limited to:

- Federal Requirements 23 CFR 230, 41 CFR 60, CFR 26, FHWA 1273, Executive Order 11236
- EEO and DBE Good Faith Efforts
- Contract Workforce Summary
- Employment Utilization Reports
- DBE Utilization Plan and Payments
- Prevailing Wage Field Interviews
- Affirmative Action
- Commercially Useful Function (CUF)
- Compliance Review Audit
- FHWA 1391 EEO Report

Construction Management for Building Lighting Upgrades and New Electrical Service for a Jail Complex, Nassau County, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
LiRo

Reference
Jerry Cioffi
Resident Engineer
516.398.9670

Completion
01/2013 - 06/2013

Construction Cost
[redacted]

Contract Value
[redacted]

The Nassau County Correction Center's $3.5M upgrade of lighting and electrical systems involved upgrades to all five site buildings and installation of a13.8-kV medium voltage switchgear for a direct connection to LIPA. Under the scope of services for this project, it was required to provide staffing for construction management services.

EnTech was tasked with inspecting the electrical contractor's work, ensuring that the switchgear was properly installed, insulated for the rated voltage, tested, and started up to provide full power for the facility. In conjunction with switchgear tasks, **EnTech's** engineers inspected the installation of high-efficiency lighting systems throughout the facilities of the jail, ensuring that the fixtures were restored, cleaned, upgraded, and tamper-proof.





PW-B95102-01C – On-Call Agreement BIM & Associated Services, Nassau County, NY

Nassau County Department of Public Work

Client
NCDPW

Prime
EnTech Engineering, P.C.

Reference
Joseph Amerigo
jamerigo@nassaucountyny.gov

Completion
04/2015 – 2018

Nassau County Department of Public Works contracted EnTech to provide Building Information Modeling (BIM) services to create master BIMs, including architectural, structural, Mechanical, Electrical and Plumbing (MEP) and fire protection for new facilities as well as Laser Scanning (LiDAR) of existing conditions for existing facilities and infrastructures. The County would like to utilize these services in order to provide time saving and cost effective support for design development, management of construction, development of as-built drawings, information exchange and to facilitate maintenance. The firm must be equipped with adequate IT support to provide deliverables in a timely manner. The services included, but not be limited to, providing a BIM manager, BIM related services, scheduling and linking to BIM, BIM generated cost estimating/material take off, field data collection, clash detection/resolution, walk through animation, BIM-based pre and post-bid constructability review, show drawing verification, sequencing and staging plans, generate as-built plans of existing plans of existing facilities, Construction Operation Building Information Exchange (CoBie) and other BIM related engineering services as authorized by the department.

Assignments under this contract included:

- Creation of BIM and Laser Scanning Execution Guidelines – EnTech created three BIM Execution Plans, each specifically tailored for use on the county's design, construction management and construction contracts
- BIM Manager and IT Consulting Services – EnTech managed the upgrade of the NCDPW computer systems with the appropriate hardware and software to make them usable with BIM software packages
- BIM Services for PSC Phase III, Forensic Laboratory – EnTech used BIM to support the construction activities and to develop an as-built 3D model of the NCDPW Forensic Laboratory
- First Precinct – EnTech provided BIM services during construction for the NCDPW First Precinct in Baldwin. EnTech developed a 3D BIM as-built model from construction drawings, supplement bulletins and site visit
- Lidar Mobile Scanning for Wantagh Avenue – EnTech performed Lidar Mobile Scanning for approximately 2 miles from Southern State Parkway to Hempstead Turnpike

PW-B95102-01C – On-Call Agreement Task Order #5, Lidar Mobile Scanning for Wantagh Avenue, Nassau County, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
EnTech Engineering, PC

Reference
Joe Amerigo
Civil Engineer II
516-571-6804
jamerigo@
nassaucountyny.gov

Completion
01/2016 - 08/2016

Contract Value
[redacted]

The objective of this task order was to perform Lidar Mobile Scanning for Wantagh Avenue for approximately 2 miles from Southern State Parkway to Hempstead Turnpike. The area subject to scanning includes the County's right of way (ROW) which is 50 ft. each way from the centerline, totaling 100 ft. wide, and included concrete road, asphalt shoulders, curbs and sidewalks. To the extent that technology limitations and physical conditions of the site allowed, the proposed scope of work was performed and the survey revealed condition of the existing road, major cracks and joints.

Work scope was broken down in to several items:

Item 1: Lidar Mobile Scanning and Data Acquisition

- The work included collecting scan data along Wantagh Avenue for topographic map preparation purpose

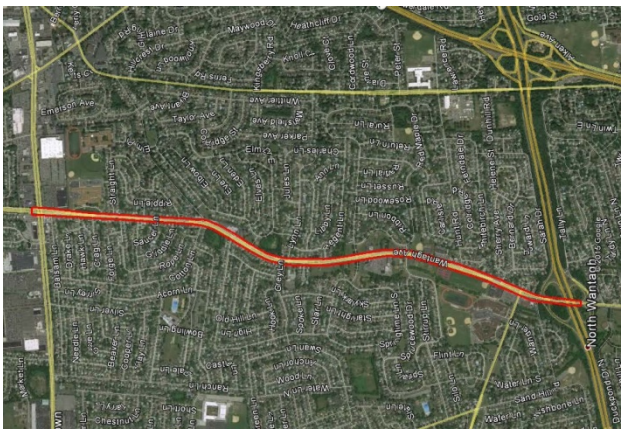
Item 2: Wantagh Avenue ROW

- The approximate location of the Wantagh Avenue ROW was developed graphically. This was not a legal determination of the horizontal location of the right of way lines

Item 3: Base Map Preparation

- The surveyed data was compiled into an appropriately scaled CAD format
- The locations included visible surface features such as buildings, curbs, driveways, islands, pedestrian ramps, parking aprons, fences, jersey barriers, walks, ramps striping, columns, walls, freestanding lighting, signage and visible street hardware
- Visible expansion joints in the pavement was shown
- Visible surface utilities such as utility mark outs, manholes, catch basins, valves, vaults, utility poles, pedestrian and traffic signals, overhead wires and free standing lighting were located
- The locations of trees was extracted within project limits and their trunk diameters were noted
- Elevations were extracted at approximate 50-ft. intervals, and abrupt grade changes, such as high points or low points, along the ROW, top/bottom of curb, centerline and opposite bottom of curb
- A 20 ft. topographic and location overlap provided past the approximate Wantagh Avenue ROW and intersecting side streets

Maser Consulting, PC, as a sub-consultant to **EnTech**, provided mobile LiDAR services.



PW-B95102-01C – On-Call Agreement Task Order #6, BIM Services for Fourth Precinct Construction, Hewlett, NY

Nassau County Department of Public Works

Owner
NCDPW

Client
EnTech Engineering, PC

Reference
Joe Amerigo
Civil Engineer II
516-571-6804
jamerigo@
nassaucountyny.gov

Completion
05/2017 - 11/2018

Construction Cost
[redacted]

Contract Value
[redacted]

The objective of this task order was to perform laser scanning and BIM services during the construction of the new $13 million NCPD Fourth Precinct in Hewlett, NY in Nassau County. The new building was a replacement for the previous building which was severely dilapidated due to damage incurred during Superstorm Sandy. The new building is about twice the size of the previous facility, and was built adjacent to the old location.

The scope of work under Task Order #6 was to develop a 3D BIM as-built model from construction drawings, supplement bulletins, and site visits as required. The model includes architectural/structural/MEP, and MultiVista progress photos. The COBie spreadsheet was developed. This task was performed in the following items as described below.

Item 1: Developing Architectural/Structural Master Model

- Completed 100% Architectural/Structural model, including concrete foundations, Framings, walls, doors, windows, architectural finishes, etc., as per contract drawings, supplement bulletins and shop drawings
- Updated locations and elevations for multiple Architectural/ Structural items as per point cloud
- Site/civil model, CAD format contract drawing, mill work, furniture items

Item 2: Developing/Updating MEP Model, Coordination Drawings and Clash Detection

- Models for all mechanical ducts, air terminals, mechanical and fire protection pipes, electrical equipment, major conduits, fire alarms, safety equipment

Item 3: Incorporation of MultiVista progress photos into the model

Item 4: Update of the 3D model to as-built model

- Coordinated with the GC to maintain updated 3D model during construction
- Received red-mark as-built drawings for all trades and performed site visits



Item 5: Development of COBie spreadsheet

- Prepared list of information needed
- Linked/imported this information into the as-built 3D model
- Extracted COBie spreadsheet from 3D BIM as-built model for facility management

Item 6: 3D Laser Scanning

- Completed on-site laser scanning for interior construction of building
- Completed registration and processing for laser scanning data
- Generated high quality 360-degree image production (Autodesk Recap file)
- Linked point cloud data into 3D as-built model

PW-B95102-01C – On-Call Agreement Task Order #7, BIM Services for NCPD Eighth Precinct Construction, Bethpage, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
EnTech Engineering, PC

Reference
Joe Amerigo
Civil Engineer II
516-571-6804
jamerigo@
nassaucountyny.gov

Completion
05/2017 - 11/2018

Construction Value
[redacted]

The objective of this task order was to perform laser scanning and BIM services during the construction of the new $20M NCPD Eighth Precinct in Bethpage, NY in Nassau County. The new 3-story station house was designed to withstand severe storm event conditions, including high winds and heavy snow loading. A new vehicular garage was also built on the site of the previous building, which is to be demolished.

The scope of work under Task Order #7 was to develop a 3D BIM as-built model from construction drawings, supplement bulletins, and site visits as required. The model includes architectural/structural, MEP and MultiVista progress photos. The COBie spreadsheet was also developed. This task was performed in the following items as described below.

Item 1: Developing Architectural/Structural Master Model

- Completed 100% Architectural/Structural model, including concrete foundations, framings, walls, doors, windows, architectural finishes, etc., as per contract drawings, supplement bulletins and shop drawings
- Updated locations and elevations for multiple Architectural and/or Structural items as per point cloud
- Perform modeling casework for all four floors of the new building
- Site/civil model, CAD format contract drawing

Item 2: Developing/Updating MEP Model, Coordination Drawings and Clash Detection

- Models for all mechanical ducts, air terminals, plumbing, mechanical and fire protection pipes, electrical equipment, major conduits, fire alarms, safety equipment
- Coordinated with GC to get latest shop drawings for updating model

Item 3: Incorporation of MultiVista progress photos into the model

Item 4: Update of the 3D model to as-built model

- Coordinated with the GC to maintain updated 3D model during construction
- Received red-mark as-built drawings for all trades and performed site visits

Item 5: Development of COBie spreadsheet

- Prepared list of information needed
- Linked/imported this information into the as-built 3D model
- Extracted COBie spreadsheet from 3D BIM as-built model for facility management

Item 6: 3D Laser Scanning

- Completed on-site laser scanning for interior construction of building
- Completed registration and processing for laser scanning data
- Generated high quality 360-degree image production (Autodesk Recap file)
- Linked point cloud data into 3D as-built model

PW-B95102-01C – On-Call Agreement Task Order #8, LiDAR & BIM Services for Family & Matrimonial Court, Mineola, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
EnTech Engineering, P.C.

Reference
Joseph Amerigo: Civil Engineer II
516.571.6804
jamerigo@nassaucountyny.gov

Completion
12/2018 – 08/2019

Construction Cost
[redacted]

This NCDPW project requires 3D Laser Scanning(LiDAR), point cloud processing, and Building Information Modeling (BIM) services to be performed for the Family and Matrimonial Court located at 101 County Seat Drive. The scope of work shall include the geo-referencing of six survey control points and the scanning of the following locations:

- Entire exterior of the building
- Basement
- First Floor
- Second Floor
- Third Floor
- Roof Top
- Two Courtyards in the Building

EnTech provided professional BIM services for this project. EnTech's BIM team was responsible for performing LiDAR, scan registration, and point cloud processing for the exposed structural components of the Family and Matrimonial Court. All point cloud data was converted into Autodesk Recap formats, the tolerance of which was 1/8" in 10 meters. Using the data collected, EnTech's BIM team generated Level of Development 300 (LoD300) as-built models based on the scanned point cloud of the structural elements in the building.

H61587-32CM – CM for Resurfacing Various Nassau County Roads, Phase 32, Long Island, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
EnTech Engineering, PC

Reference
Richard Iadevaio
516.571.9600
riadevaio@nasscountyny.gov

Bill Watson (OE)
516.571.9459

Completion
10/2016 - 07/2017

Construction Cost
[redacted]

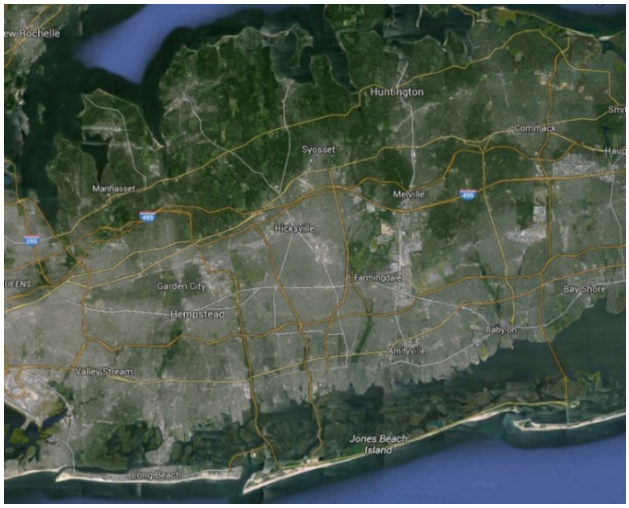
Contract Value
[redacted]

This contract was for asphalt paving, removal and replacement of deteriorated pavements and sidewalks and installation of ADA compliant pedestrian ramps, repair of deteriorated joints, replacement of traffic loops, replacement of pavement markings, and any other incidental works. This project is subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. The County requires construction management and inspection services for the construction phase including both pre and post construction phases. The scope of services to be performed in the respective phases is summarized below.

Construction phase services included general construction administration, assessment of site conditions, performing of quality assurance, monitoring progress, developing and maintaining documentation, processing payments, coordinating meetings and reporting. Post-construction phase services included contract closeout, reviewing any claims and disputed work and preparation of contract closeout documentation. For the specific tasks **EnTech** was assigned to, the work involved the removal and milling two inches (2") of asphalt and pavement and replacing/overlaying with two inches (2") of asphalt, along with incidental work at the following locations:

- ***New Hyde Park Road*** - Union Turnpike to LIE South Service Road
- ***Brush Hollow Road*** - Prospect Avenue to Cantiague Rock Road /Jericho Turnpike
- ***Searingtown Road*** - Herricks Road to I U Willets Road
- ***Wolver Hollow Road*** - Piping Rock Road to Chicken Valley Road

EnTech provided construction inspectors as-needed at the request of the County. The inspectors provided assessment of site conditions, oversaw construction, performed concrete tests, prepared daily reports, monitored progress, ensured adherence to contract documents and specifications, developed and maintained documentation, processed payments and coordinated meetings.



BIM Services for Bay Park Sewage Treatment Plant Raw Pumping System Improvements, Oceanside, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
AECOM

Reference
Carl M. Lagasca, PE
212.984.7348
Carl.lagasca@aecom.com

Completion
5/2016 - 11/2016

Construction Cost
[redacted]

Contract Value
[redacted]

This project consisted of various improvements to the Bay Park Sewage Plant Pumping System which had been seriously damaged by Hurricane Sandy due to flooding of the raw sewage pumps. The project aimed to flood-proof the raw sewage pumping system, including pumps and necessary ancillary equipment so that the system could continue to operate during another flooding event.

EnTech provided Computer-Assisted Design (CAD) and Building Information Modeling (BIM) services. These services included converting the 30% AutoCAD DWG drawings into a 3D CAD Model and working with the AECOM Design Team to develop 60%, 90% and 100% Design Intent 3D Model. The 3D Design Intent Model featured clash detection, project quantity take-off, project cost estimate, project construction schedule, 4D simulation and construction sequencing analysis. **EnTech** also developed walkthrough animations and assisted AECOM in their workshop to present the model.



Professional Construction Management Services for the NCPD 4th Precinct, Hewlett, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
Ensign Engineering

Reference
Regina Gallaher Marengo, PE
President
718.863.5590
rgm@ensignengineering.com

Completion
04/2016 – 02/2018

Construction Value
[redacted]

The NCDPW constructed a new 3-story, precast concrete 4th Precinct Station Building in Hewlett, NY. The project included select and phased demolition of existing structures, site improvements and construction of architectural, structural, mechanical, electrical, plumbing, fire protection and security systems. The new building shall sit on a roughly 1.17-acre site, which included a 43-space parking lot, an existing vehicle garage, existing communications antenna, which were contiguous to the existing 4th Precinct Building (to remain and be occupied throughout construction – to be demolished after occupancy of the new Precinct Building), and required close coordination.

EnTech provided project scheduling services. Responsibilities included preparing the Master Construction Schedule (baseline) and monthly updates. Duties consisted of preparing the critical path method and Primavera P3 software and breaking down in sufficient detail to be used for monitoring progress, delay analysis and administering the provisions. EnTech monitored the accuracy and completeness of the CPM Schedule, reviewed the baseline and updates, providing analysis of delay, the preparation of reports as required by the County, the negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule, updating the Master Schedule monthly to show progress and compile 2-week look-ahead schedules from the Master Schedule and augment same. EnTech was responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM would follow up with the CC, who then prepared schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. EnTech provided reviews in a timely manner as per contract specifications. Upon acceptance of the baseline and subsequent to each monthly update, the CM prepared/distributed the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC and discussed and agreed upon recovery steps with the County.

H63031 – CM/CI for Painting & Rehabiliation of Glen Curtiss Blvd. & Charles Lindbergh Blvd. Bridges Over Meadow Brook State Parkway, Nassau County, NY

Nassau County Department of Public Works

Owner
NCDPW

Client
Hardesty & Hanover

Reference
Tom Ruckel
Hardesty & Hanover
631.293.2170
truckel@
hardesty-hanover.com

Saji Varghese
CM Division
svarghese@
nassaucountyny.gov

Completion
05/2018 - 11/2018

Construction Cost
[redacted]

Contract Amount
[redacted]

Services provided under this contract are for Professional Construction Management and Inspection services for Painting and Rehabilitation of Glen Curtis and Charles Lindbergh Boulevard bridges over Meadow Brook State Parkway. These services were provided in connection with the improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructures and stone masonry and/or concrete structures and repairs of replacement of the pedestrian pathway and fencing and other incidental work.

EnTech performed detailed and continuous inspections during all phases of paint application or removal including but not limited to materials inspections, material sampling and analytical reviews, surface preparations, bolts and welds, personnel qualifications, ambient air conditions, surface salts and chlorides, air compressors and other equipment, coating mixing, application, curing, and all associated testing (paint chip, soil, caulk, etc.) and documentation. Inspectors participated in mock-ups utilized to establish the standards of surface preparation and other necessary standards. Inspectors ensured and documented that all work was conducted according to all applicable laws, codes, rules and regulations and the various standards specified.

PW-H61587-67C – Study & Design Services – Resurfacing Phase 67 PIN 0761.16, Long Island, NY

Nassau County Department of Public Works

Client
NCDPW

Prime
EnTech Engineering, PC

Reference
Garry Desyr
516-571-6817
gdesyr@nassaucountyny.gov

Completion
08/2019 - 10/2022

Contract Amount
[redacted]

Services provided to the Nassau County Department of Public Works for this contract consisted of providing professional engineering services in connection with the Phase 67 highway repairs and improvements. Services included study, investigation/inspection, ADA compliance, drainage review, coordination with adjacent agencies and towns, utility locating, testing, and engineering design, accident analyses, traffic loops, AUTOCAD drafting, maintenance and protection of traffic plans, scheduling, design review and other design related tasks for Phase 67.

The scope of services involved the rehabilitation of existing roads to extend their service life and provided the appropriate pavement ride quality. Evaluation of the condition of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements and addressed all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, were also required.

All work was completed per NYSDOT specifications and standards. EnTech provided a preliminary technical report (PTR), NYSDOT Draft Design Report (DDR) and ADA Report.



THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

ENTECH ENGINEERING PC
17 STATE STREET
36TH FLOOR
NEW YORK, NY 10004-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 08/01/2023 TO 07/31/2026.



BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0020716

NYC Small Business Services

careers
businesses
neighborhoods

WBE Certificate

Entech Engineering, P.C.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Women-Owned Business Enterprise (WBE).

Certificate Number	Expires on
MWCERT-729	**10/31/2026**

Bill de Blasio, Mayor

Jonnel Doris, Commissioner

NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

EnTech Engineering, P.C.

Certification Awarded on: May 6, 2025
Expiration Date: May 6, 2030
File ID#: 48655

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Maria Torchon [MTORCHON@ENTECH.NYC]

Dated: 05/22/2026 09:49:03 am

Vendor: EnTech Engineering, PC

Title: Contracts Administrator

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: Soudabeh (Susan) Bayat
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 17 State Street, 36th floor
   City: New York State/Province/ Territory: NY Zip/Postal Code: 10004
   Country US
   Telephone: 6467220000

   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	08/17/2000	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Soudabeh (Susan) Bayat is [redacted] owner of EnTech Engineering, PC

   1 File(s) uploaded: EnTech Cert-of-Incorporation.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Soudabeh Bayat is [redacted] owner of EnTech Engineering of New Jersey, PA,- One Gate Center, Newark, NJ07102

1 File(s) uploaded: Change in Address form - EnTech Engineering of New Jersey, PA - signed.pdf

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 [X] NO [ ] If Yes, provide details.

Contract Awarded by the North Hudson Sewerage Authority - Contract 1, February 16, 2023

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Soudabeh (Susan) Bayat , 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, Soudabeh (Susan) Bayat , 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.

EnTech Engineering, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Soudabeh (Susan) Bayat SBAYAT@ENTECH.NYC

President

Title

06/08/2026 04:37:04 pm

Date

© 1970 BY JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

Certificate of Incorporation of

under Article 15 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is

EnTech Engineering, P.C.

(2) The purpose for which the corporation is formed is to practice the profession of

Engineering, including all engineering-related fields

The corporation, in furtherance of its corporate purposes set forth above, shall have all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 15 of the Business Corporation Law or in accordance with any other provisions of any other statute of the State of New York.

(3) The name, residence address, profession, professional license or certificate number and office to be held of all individuals who are to be the original shareholders, directors and officers of the corporation, are as follows:

Ms. Soudabeh Bayat, P.E.

[redacted]

Professional Engineer

License Number: 068769

Ms. Soudabeh Bayat is the Shareholder, Director, and Officer of the Corporation.

Attached hereto is a certificate or certificates issued by the licensing authority certifying that each of the proposed shareholders, directors and officers is authorized by law to practice the profession which the corporation is being organized to practice.

(4) The office of the corporation is to be located in the county of Richmond *State of New York.*

(5) The aggregate number of shares which the corporation is authorized to issue is

One Hundred Shares (without per value)

(6) The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

[redacted]

IN WITNESS WHEREOF, *the undersigned incorporator(s), being 18 years of age, subscribe this certificate and affirm(s) that the statements made herein are true under the penalties of perjury.*

Dated July 25, 2000

Soudabeh Bayat, P.E. — Soudabeh Bayat

Type Name — Signature

[redacted]

Address

RECEIVED

Type Name — Signature

AUG 04 2000

Address

CORPORATION UNIT

Type Name — Signature

Address

ENTECH

May 14, 2026

State of New Jersey

Division of Revenue

PO Box 252

Trenton, NJ

To whom it may concern,

This letter is written on behalf of EnTech Engineering of New Jersey, P.A. Our office has moved to One Gateway Center, Floor 25, Suite 2540, Newark, NJ 07102 and would like to ensure that the State of New Jersey, Department of Revenue updates our office physical and mailing address to reflect this change in location.

Please contact, Samantha Adelson at sadelson@entech.nyc, if you have any additional questions or concerns.

Sincerely,

Soudabeh Bayat

Soudabeh Bayat, PE, President

COUNTY OF NASSAU

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

1. Name of the Entity: EnTech Engineering, PC

Address: 17 State Street, 36th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (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):

First Name	Soudabeh				
Last Name	Bayat				
MI		Suffix			
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10004
Country	US				
Position	President				

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.

First Name	Soudabeh				
Last Name	Bayat				
MI		Suffix			
Address	17 State Street 36th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10004
Country	US				

Position President

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.

All the entities below are separate entities from EnTech Engineering, PC, and will not take part in the performance of this contract.
EnTech Engineering of New Jersey, PA
COWI/ENTECH JOINT VENTURE
EnTech & Liriano Engineers PLLC
EnTech Mirabal Engineers PLLC
RAD-ENTECH JV
WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
AVENERGY LLC |
ENTECH ENGINEERING-MEGA SURVEING JV
VENTROP-ENTECH JV

7 File(s) uploaded: 6. Avenergy LLC - Articles of Organization.pdf, 6. Cowi-Entech Joint Venture COA.pdf, 6. EnTech Mega JV.pdf, 6. EnTech&Liriano Engineers PLC.pdf, 6. Entech NJ Certificate of Incorporation.pdf, 6. Ventrop-EnTech JV.pdf, 6. WBE Certificate of Conversion.pdf

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 [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Maria Torchon [MTORCHON@ENTECH.NYC]

Dated: 05/22/2026 09:34:40 am

Title: Contracts Administrator

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.

New York State Department of State

Division of Corporations, State Records and Uniform Commercial Code

Please print this email for your records.

Thank you for submitting your ARTICLES OF ORGANIZATION through the Department of State's Online Filing System. The ARTICLES OF ORGANIZATION has been filed by the Department of State.

We have attached the official filing receipt and any related document(s) for the following entity:

DOS ID: [redacted]
Entity Name: AVENERGY LLC
County: NEW YORK
Filing Date: 03/25/2026
Statement Due: 03/31/2028

- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service.

- You may obtain a Federal Employer Identification Number (EIN) from the Internal Revenue Service (IRS). You must obtain an EIN to identify your business to the IRS and the New York State Department of Taxation and Finance. Visit Employer Identification Number.

- Report your EIN by phone to the New York State Department of Taxation and Finance at 518-485-6027, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Resources
- Instructions for filing Certificates of Correction, Certificates of Amendment and other documents with the Department of State
- Corporation tax information

Contact Information
- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit Contact us for self-help options and telephone numbers.

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE

FILING RECEIPT

ENTITY NAME :	AVENERGY LLC
DOCUMENT TYPE :	ARTICLES OF ORGANIZATION
ENTITY TYPE :	DOMESTIC LIMITED LIABILITY COMPANY
DOS ID :	[redacted]
FILE DATE :	03/25/2026
FILE NUMBER :	260325002557
TRANSACTION NUMBER :	202603250002369-5651309
EXISTENCE DATE :	03/25/2026
DURATION/DISSOLUTION :	PERPETUAL
COUNTY :	NEW YORK
SERVICE OF PROCESS ADDRESS :	SOUDABEH BAYAT C/O ENTECH, 17 STATE STREET, 36TH FLOOR NEW YORK, NY, 10004, USA
ELECTRONIC SERVICE OF PROCESS EMAIL ADDRESS :	N/A
FILER :	STEVEN BERGER, ESQ VEDDER PRINCE, P.C. , 1633 BROADWAY, 31ST FLOOR NEW YORK, NY, 10019, USA
SERVICE COMPANY :	CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT :	45
CUSTOMER REFERENCE :	5704163-1

You may verify this document online at : http://ecorp.dos.ny.gov
AUTHENTICATION NUMBER : 100009936210

TOTAL FEES:	$235.00	TOTAL PAYMENTS RECEIVED:	$235.00
FILING FEE:	$200.00	CASH:	$0.00
PAST DUE FINE FEE:	$0.00	CHECK/MONEY ORDER:	$0.00
CERTIFICATE OF STATUS:	$0.00	CREDIT CARD:	$0.00
CERTIFIED COPY:	$10.00	DRAWDOWN ACCOUNT:	$235.00
COPY REQUEST:	$0.00	REFUND DUE:	$0.00
EXPEDITED HANDLING:	$25.00		

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for AVENERGY LLC, File Number 260325002557 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2026.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100009936209 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
https://dos.ny.gov

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION OF

AVENERGY LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Avenergy LLC.

SECOND: The county within this state in which the office of the limited liability company is to be located is: New York.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served.

The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:

Soudabeh Bayat

c/o EnTech, 17 State Street, 36th Floor, New York, NY 10004

(Optional) The email address to which the Secretary of State shall email a notice of the fact that process against the limited liability company has been served electronically upon the Secretary of State is:

.

X /s/ Steven Berger
(Signature of Organizer)

Steven Berger
(Print or Type Name of Organizer)

Filed with the NYS Department of State on 03/25/2026
Filing Number: 260325002557 DOS ID: 7869721

ARTICLES OF ORGANIZATION
OF

AVENERGY LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Steven Berger, Esq.

Name:

Vedder Price, P.C.

Company, if Applicable:

1633 Broadway, 31st Floor

Mailing Address:

New York, NY 10019

City, State and Zip Code:

5704163-1

NOTES:

1. This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
3. The Limited Liability Company Law requires that the name end with "Limited Liability Company," "LLC" or "L.L.C." The name of the limited liability company must be uniformly stated throughout this certificate.
4. The filer may not be the limited liability company being formed.
5. The certificate must be submitted with a **$200** filing fee made payable to the Department of State. Preferred payment methods include money order, Visa or Mastercard.

(For Office Use Only)

Filed with the NYS Department of State on 03/25/2026
Filing Number: 260325002557 DOS ID: [redacted]

No. 1789311

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,

do hereby certify that on May 5, 2026 I have compared

the document attached hereto,

CERTIFICATE OF BUSINESS AS PARTNERS FOR ENTECH ENGINEERING - MEGA SURVEYING JOINT VENTURE page(s) 2

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

Business Certificate for Partners

The undersigned certify that they are conducting or transacting business as members of a partnership under the name or designation of EnTech Engineering - Mega Surveying Joint Venture

at 17 State Street, 36th Floor, New York, NY 10004 *County of* New York *State of New York*

and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.	*RESIDENCE*
EnTech Engineering, PC 2543532	17 State Street, 36th Floor, New York, NY 10004
Mega Surveying & Engineering, P.C. 6799620	2825 Third Avenue, 3rd Floor #C8, Bronx, NY 10455

WE FURTHER CERTIFY *that we are the successor in interest to*

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Professional Services *(see next page)*

IN WITNESS WHEREOF, *we have signed this certificate on* April 20 2026

Sandesh Bhatt
EnTech Engineering PC, President

Mega Surveying + Engineering, P.C.
President

STATE OF NEW JERSEY COUNTY OF BERGEN ss.:

On April 20, 2026 before me, the undersigned, personally appeared Maria Victoria Songsong

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of person taking acknowledgment)

Notary Stamp

LUCILLE JARDIOLIN
Notary Public, State of New Jersey
My Commission Expires 07/09/2030

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CO CLK NEW YORK
COUNTY CLERK NEW YORK
NEW YORK, NY. 10007-1402
646-386-5950

SALE

REF#: 00000018
Batch #: 240
05/05/26 10:56:47
SVC FEE APPR CODE: 01032G
APPR CODE: 09432G
ENCRYPTED BY ELAVON
Trace: 18
VISA Contactless
**********0773 **/**

AMOUNT	**$110.50**
SERVICE FEE	**$3.30**
TOTAL	**$113.80**

APPROVED

CHASE VISA
AID: A0000000031010
TVR: 00 00 00 00 00

This transaction includes a non-refundable Service Fee charged by Elavon that will appear on your credit or debit statement as
[Elavon-Service Fee]
All Service Fee inquiries should be directed to Elavon 7300 Chapman Hwy Knoxville, TN 37920 800-725-1243
custsvc@elavon.com

NO REFUNDS ALLOWED
THANK YOU

CUSTOMER COPY

Certificate of Incorporation
Of
Entech Engineering of New Jersey, P.A.

PA

FILED
JUL 20 2011
STATE TREASURER
01010168997

The undersigned, of the age of eighteen years or older, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, Professional, of the New Jersey Statutes, does hereby execute the following certificate of incorporation:

1. The name of the corporation is: **Entech Engineering of New Jersey, P.A.**

2. The purpose for which the corporation is formed is to engage in the practice of **Engineering** and to do any act or activity for which corporations may be organized pursuant to the provisions of Title 14A Corporation, General, of the New Jersey Statutes, provided that the corporation shall not engage in any act or activity for which the consent or approval of any state office, agency, board, department office or any other body of the State of New Jersey without first obtaining such consent or approval.

3. The aggregate number of shares which the corporation shall be authorized to issue is **200** with no nominal or par value.

4. The address of the corporation's initial registered office and the name of the corporation's registered agent therein is:

   Soudabeh Bayat, [redacted]

5. The name, address and license number of the initial Board of Director, to serve until the first annual meeting of shareholders, or until the successors are elected and qualify, are as follows:

   Soudabeh Bayat, [redacted]

6. The number of directors constituting the initial Board of Directors of the corporation is **one**.

7. The name and address of the incorporator is as follows:

   Frank Orlando, [redacted]

8. The initial By Laws of the corporation shall be adopted by the undersigned incorporator. Thereafter, the Board of Directors, to the extent permissible by the New Jersey Professional Corporation Act, may adopt, amend and/or repeal said By Laws.

In witness whereof, I hereto sign this Certificate of Incorporation.

Dated: **July 19, 2011**

Frank Orlando
Incorporator

2408860
4366066

Written Consent
Of
Incorporator to
Organizational Action
Of

Entech Engineering of New Jersey, P.A.

The following action is taken this day through this instrument by the incorporator of the above named corporation.

1. The adoption of the initial Bylaws for the corporation.

2. The election of the following person(s) to serve as director(s) of the corporation until the first shareholders' meeting at which directors are elected.

Soudabeh Bayat, [redacted]

Dated: **July 19, 2011**

Frank Orlando
Incorporator

No. 1713179

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,

do hereby certify that on September 9, 2025 I have compared

the document attached hereto,

BUSINESS CERTIFICATE OF: VENTROP - ENTECH JV page(s) 2

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

Business Certificate for Partners

The undersigned certify that they are conducting or transacting business us members of a partnership under the name or designation of Ventrop - EnTech JV

ut 17 State Street 36th Floor, New York, NY 10004 *County of* NEW YORK *State of New York und do further certify that the full names of all the persons conducting or transacting such partnership inclnding the full names of all the partners with the residence address of each such person, and the age of any who may he infants, are ns follows:*

NAME Specify which are infants and state ages.	*RESIDENCE*
EnTech Engineering, PC	17 State Street 36th Floor, New York, NY 10004
Ventrop Engineering Consulting Group PLLC	369 West 34th Street, 2nd Floor, New York, NY 10001

WE FURTHER CERTIFY *that we are the successor in interest to*

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Professional Engineering Services *(see next page)*

Soudabeh Bayat

IN WITNESS WHEREOF, *we have signed this certificate on* September 9th 2025

Soudabeh Bayat
President on behalf of EnTech Engineering, PC

Wailoon Wong, Principal on behalf of
Ventrop Engineering Consulting Group PLLC

STATE OF NEW YORK, COUNTY OF NEW YORK ss.:

On September 9th, 25 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Paul K. Shim
(signature and office of person taking acknowledgment)

Notary Stamp

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

Blumberg Law Products®

X 74—Certificate of Conducting Business as Partners, Ind., Corp., 4-10

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State of New York
County of New York } ss.:

On September 9th, 2025 before me, the undersigned, personally appeared Soudabeh Bayat, President of EnTech Engineering personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Paul K.
(signature and office of individual taking acknowledgment)

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

State of New York
County of Kings } ss.:

On September 9th, 2025 before me, the undersigned, personally appeared Wailoon Wong, Principal of Ventrop Engineering. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

MARLEN DAGHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6298433
Qualified in Kings County
My Commission Expires March 10, 2026

INDEX No. 499/25B

Certificate

of

CONDUCTING BUSINESS UNDER
THE NAME OF

Ventrop - EnTech JV

RETURN FILED TO CLERK

000499 SEP 25

COUNTY CLERK N.Y. CO FILED

GBL §130.4. A certified copy of the original certificate, or if an amended certificate has been filed, then of the most recent amended certificate filed shall be conspicuously displayed on the premises at each place in which the business for which the same was filed is conducted.

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

Filer: SOUDABEH BAYAT
WBE-CONSTRUCTION MANGEMENT ALLIANCE
17 STATE ST 36TH FLOOR
NEW YORK, NY, 10004, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

DOS ID:	[redacted]
Entity Name:	WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
Statement Due Date:	07/31/2024

- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. https://filing.dos.ny.gov/eBiennialWeb/

Contact Information

- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit https://www.tax.ny.gov/help/contact for self-help options and telephone numbers.



NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE

FILING RECEIPT

ENTITY NAME :	WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
DOCUMENT TYPE :	CONVERSION – 1006(E)(B) EXISTING LLC
ENTITY TYPE :	DOMESTIC LIMITED LIABILITY COMPANY
DOS ID :	[redacted]
FILE DATE :	07/28/2022
FILE NUMBER :	220729000692
TRANSACTION NUMBER :	202207280001672-1126824
EXISTENCE DATE :	07/22/2022
DURATION/DISSOLUTION :	PERPETUAL
COUNTY :	NEW YORK
SERVICE OF PROCESS ADDRESS :	SAMANTHA ADELSON C/O ENTECH, 17 STATE STREET, 36TH FL NEW YORK, NY, 10004, USA
FILER :	SOUDABEH BAYAT WBE-CONSTRUCTION MANGEMENT ALLIANCE, 17 STATE ST 36TH FLOOR NEW YORK, NY, 10004, USA
SERVICE COMPANY :	CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT :	45
CUSTOMER REFERENCE :	842325 KXK

You may verfiy this document online at : http://ecorp.dos.ny.gov
AUTHENTICATION NUMBER : 100001945910

TOTAL FEES:	$275.00	TOTAL PAYMENTS RECEIVED:	$275.00
FILING FEE:	$200.00	CASH:	$0.00
CERTIFICATE OF STATUS:	$0.00	CHECK/MONEY ORDER:	$0.00
CERTIFIED COPY:	$0.00	CREDIT CARD:	$0.00
COPY REQUEST:	$0.00	DRAWDOWN ACCOUNT:	$275.00
EXPEDITED HANDLING:	$75.00	REFUND DUE:	$0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC, File Number 220729000692 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 29, 2022.

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100001946287 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF CONVERSION OF WBE Construction Management Alliance

(Insert Name of Partnership/Limited Partnership)

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC

(Insert Name of Limited Liability Company)

Under Section 1006(e)(B) of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC.

SECOND: The date of filing of its articles of organization is: 07/22/2022.

THIRD: The ☒ partnership ☐ limited partnership was, in accordance with the provisions of the Limited Liability Company Law, duly converted to a limited liability company.

(Please note: The conversion of a limited partnership to a limited liability company does not become effective until a certificate of cancellation is filed for the limited partnership. See LLCL §1006(f)&(g) and PL §121-203.)

FOURTH: The name of the ☒ partnership ☐ limited partnership is:

WBE Construction Management Alliance.

FIFTH: In the case of a limited partnership, the date its initial certificate of limited partnership was filed by the Department of State is: _____.

X _____
(Signature)

Soudabeh Bayat
(Type or print name)

Capacity of signer *(Check appropriate box)*:

☒ Member
☐ Manager
☐ Authorized Person

Filed with the NYS Department of State on 07/28/2022
Filing Number: 220729000692 DOS ID: [redacted]

CSC-45
DRAWDOWN

CERTIFICATE OF CONVERSION OF

WBE Construction Management Alliance
(Insert Name of Partnership/Limited Partnership)

TO

WBE-CONSTRUCTION MANAGEMENT ALLIANCE, LLC
(Insert Name of Limited Liability Company)

Under Section 1006(e)(B) of the Limited Liability Company Law

Filer's Name and Mailing Address:

Soudabeh Bayat
Name:

WBE-CONSTRUCTION MANAGEMENT ALLIANCE
Company, if Applicable:

17 State St 36th Floor
Mailing Address:

New York, NY 10004
City, State and Zip Code:

CUST REF# 842325 KXK

NOTES:

1. The name of the limited liability company and its date of filing its articles of organization provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. If applicable, the name of the limited partnership and the date of filing its initial certificate of limited partnership should also be verified on the Department of State's website.
3. This form was prepared by the New York State Department of State for filing a certificate of conversion of a partnership or limited partnership into an existing limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The certificate must be submitted with a **$200** filing fee made payable to the Department of State.

(For office use only)

RECEIVED
2022 JUL 28 PM 12:05

Filed with the NYS Department of State on 07/28/2022
Filing Number: 220729000692 DOS ID: [redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

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

PRODUCER
Fenner & Esler Agency, Inc
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

CONTACT NAME: Timothy P. Esler
PHONE (A/C, No, Ext): (201)262-1200 **FAX (A/C, No):** (201)262-7810
E-MAIL ADDRESS: certs@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	13056
INSURER B: The Travelers Indemnity Company	25658
INSURER C: HARTFORD FIRE INSURANCE CO.	19682
INSURER D: Hartford Insurance Co of Illinois	38288
INSURER E: Continental Insurance Company	35289
INSURER F:	

INSURED
Entech Engineering P.C.
17 State Street
36th Floor
New York NY 10004

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Includes Contractual & XCU coverage per policy GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X		[redacted] terms & conditions Includes coverage within 50' of RR	11/6/2025	11/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Valuable Papers/Per Occurrence	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	11/6/2025	11/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR			[redacted]	11/6/2025	11/6/2026	EACH OCCURRENCE	$ 5,000,000
B	X EXCESS LIAB CLAIMS-MADE				11/6/2025	11/6/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0				11/6/2025	11/6/2026	Ea Occurrence/Aggregate	$ 10M/10M;10M/10M
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	11/6/2025	11/6/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional/Pollution Liab. Retro Date: Full Prior Acts			[redacted] Per Claim Deductible: $75k	11/6/2025	11/6/2026	Per Claim Limit Aggregate Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract B51037-02CM Nassau County Correctional Facility - 832 Building Remedial Repairs; Additional Insured - Nassau County as respects general liability where required by written contract. *Total Excess/Umbrella Limit: $25M (Policies PSE0001819, EX-A2591911-25-NF, and FFX7094962069); *Cyber Liability, Policy No. PLM-CB-SE6JROECY-002, Palomar Excess and Surplus Insurance Co. (NAIC#16754), EFF: 2/22/25 - 2/22/26; Per Claim Limit: $2,000,000/Aggregate Lim: $2,000,000.

CERTIFICATE HOLDER
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION
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
Timothy Esler/TRAC

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured 646-722-0000
Entech Engineering P.C. 17 State Street 36th Floor New York NY 10004 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Avenue, Mineola, New York 11501	3a. Name of Insurance Carrier RLI Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 11/06/2025 to 11/6/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Timothy P. Esler
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Timothy P. Esler (Signature)

Title: President

Digitally signed by Timothy P. Esler
DN: cn=Timothy P. Esler, o=Fenner & Esler, ou=1, email=tesler@fenner-esler.com, c=US
Date: 2024.12.05 21:51:59 -05'00'

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-262-1200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ENTECH ENGINEERING P.C.
17 STATE STREET, 36TH FLOOR
NEW YORK, NY 10004

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
646-722-0000

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder
Nassau County
1550 Franklin Avenue,
Mineola, New York 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
[redacted]

3c. Policy Effective Period
1/1/2015 to 11/6/2026

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 11/20/25 By [signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 18, 2026

SUBJECT: Nassau County Correctional Center 832 Building Remedial Repairs
Recommendation to Amend Professional Services Agreement with
EnTech Engineering PC [RETROACTIVE]
Agreement No.: B51037-02CM
Encumbrance No.: CFPW23000047
Capital Project No.: 51037

Under the subject contract, EnTech Engineering PC (EnTech) has been providing Construction Management (CM) services in connection with the Nassau County Correctional Center 832 Building Remedial Repairs project since January 22, 2024. EnTech's original contract contemplated a twelve (12) month project duration with completion in January of 2025. Amendment No. 1 was approved in January of 2026 which covered Entech's services through November 2025. EnTech's projected fee through November 2025 was $2,482,931.25 and they ultimately invoiced $2,436,252.50, an under-run of $46,678.75. This amendment is to compensate EnTech for services performed at risk since November 2025, in the interest of the project.

Unforeseen conditions caused additional scope of work. This additional work shifted weather-dependent roofing work into the winter months which caused weather-related delays. This extended the project timeline by an additional six (6) months beyond November 2025. Per EnTech's contract terms, their contract co-terminates with construction so there is no need for a time extension. The Department retained EnTech to complete the CM services for the duration of the roof replacement through post-construction and close-out phases as planned.

It is therefore the Department's recommendation that the agreement with EnTech Engineering PC increase the fee by Two Hundred Ninety-One Thousand Five Hundred and Thirty Dollars ($291,530.00) to compensate EnTech for the services provided. This Department, upon your approval, shall begin preparing the contract amendment.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Francis Antetomaso, Assistant to the Deputy Commissioner
Valiant Yeung, Architect III
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

5/19/26

Arthur T. Walsh
Chief Deputy County Executive
Date

DISAPPROVED:

Arthur T. Walsh
Chief Deputy County Executive
Date

J:\15 Building Program Management Services\51037 Correctional Center Master Plan\EnTech - Construction Manager\Contract Amendment\Amendment 2\B51037-02CM_Entech Contract Amendment 2 Memo.docx

Request to Initiate - R26-0144 (P25-0108 - Nassau County Correctional Center 832 Building Remedial Repairs)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**CONTRACT AMENDMENT For Continuation of Construction Management Services**		
Justification	**Contract Amendment for continued Construction Management Services through Construction completion due to project completion date extension**		
Requested By	**Public Works**	Project Manager	**Valiant Yeung**
Project Cost for this Phase / Contract	**Construction Management**		
PIR Phase Amount Listed	**2,100,000.00**	Phase Cost	**291,530.00**
Total Project Cost	**$2,100,000.00**		
Start Work	**01/16/2024**	Duration	**36 months**
Renewal Options			
Procurement Method	**RFP**		
Procurement Method Reason	**RFP to preselected firms**		
Priority Justification			

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	51037 - Correctional Center Master Plan	000	PWCAPCAP	291,530.00		0			05/14/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Chow Sean**	**05/14/2026 11:14 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**05/14/2026 12:00 pm**
AIM Entered	**Deanna Funk**	**05/14/2026 12:12 pm**
Time Sheet Code	**26-0144**	
Commissioner Approved	**Douglas Tuman**	**05/26/2026 10:34 am**
DCE / Ops Approved	**Arthur Walsh**	**05/27/2026 12:43 pm**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Soudabeh (Susan) Bayat, President — 11/20/25

Name and Title of Authorized Representative — m/d/yy



11/20/25

Signature — Date

EnTech Engineering, P.C.

Name of Organization

17 State Street, 36th Floor, New York, NY 10004

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certified: 01/27/2026 03:56PM--
HENAYATIAN

E-134-25

Filed with the Clerk of the Nassau County
Legislature: 12/01/2025 03:39PM

NIFS ID: CLPW25000016

Capital: **X**

Contract ID #: **CFPW23000047**
NIFS Entry Date: **11/21/2025**
DPW Contract Number: **B51037-02CM**

Department: Public Works

Service: **EMERGENCY-Correctional Center 832 Bldg Remedial Repairs B51037-02CM Amend 1**
Term: **No change to contract term**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **EnTech Engineering, PC**	ID#[redacted]
Main Address: **50 Jericho Turnpike, Ste #103Jericho, NY 11753** Contract Specific Address: **17 State Street, 36th Floor New York, NY 10004**	
Main Contact: **Soudabeh Bayat**	
Main Phone: **(646) 722-0000**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,ekobel@nassaucountyny.gov,sean.chow@jacobs.com,vyeung@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment to the EMERGENCY CONTRACT for repair of Correction Center 832 Building to continue providing Construction Management Services. The construction contract experienced delays of approx. eight (8) months. Extension of the Construction Management agreement requires additional funds to continue beyond expected completion time.

Procurement History: A Request for Proposal was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was e-mailed on June 26, 2023 to seven qualified Vendors due to the Emergency. Proposals were received from five (5) firms on July 28, 2023. Following the review, the

technical rank was established, and the cost proposals were opened. All of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Chief Architect, Valiant Yeung, Architect III and Joseph Amerigo, Project Manager IV. As a result, the review committee recommends that ENTECH be retained to provide Construction Management services for the Nassau County Correctional Center 832 Building Remedial Repair Project.

Description of General Provisions: Amendment No.1 provides additional funds to continue Construction Management Services until Certification of Completion is issued.

Impact on Funding / Price Analysis: The current contract amount of $1,936,000.00 will be increased by $550,000.00 to a new contract maximum of $2,486,000.00. Funding is available under Capital Project No. 51037.

Change in Contract from Prior Procurement: Amendment No.1 provides additional funds

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/27/2023

Original procurement method: Emergency

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 51037 000	01	$550,000.00
Project Number		51037						
Project Detail		000						
						TOTAL		**$550,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$550,000.00
Other	$0.00
Total	**$550,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	11/24/2025 10:10AM	Approved
NIFS Final Approval	Christopher Yansick	11/24/2025 03:49PM	Approved
Final Approval	Christopher Yansick	11/24/2025 03:49PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	11/24/2025 03:50PM	Approved
Final Approval	Christopher Yansick	11/24/2025 03:50PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	11/26/2025 10:12AM	Approved
RE & Insurance Verification	Grady Farnan	11/25/2025 08:12AM	Approved
NIFS Approval	Mary Nori	11/26/2025 05:31PM	Approved
Final Approval	Mary Nori	11/26/2025 05:31PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	11/24/2025 04:34PM	Approved
NIFA Approval	Christopher Nolan	11/26/2025 04:45PM	Approved
Final Approval	Christopher Nolan	11/26/2025 04:45PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/01/2025 10:39AM	Approved
DCE Compliance Approval	Robert Cleary	12/01/2025 11:52AM	Approved
Vertical DCE Approval	Arthur Walsh	12/01/2025 02:42PM	Approved
Final Approval	Arthur Walsh	12/01/2025 02:42PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	12/01/2025 03:17PM	Approved

Legislature			
Final Approval	Sowder Alexandra	12/11/2025 01:05PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	12/23/2025 04:52PM	Approved
Legal Approval	Charlie Casolaro	12/24/2025 08:55AM	Approved
Accounting / NIFS Approval	Michael Cohen	12/24/2025 09:50AM	Approved
Deputy Approval	Beaumont Jefferson	12/24/2025 01:53PM	Approved
Final Approval	Beaumont Jefferson	12/24/2025 01:53PM	Approved
NIFA			
NIFA Approval	Martha Worsham	12/30/2025 04:19PM	Approved
Legislative Affairs			
Contract Sent for Certification	Eleftherios Sempepos	01/27/2026 03:35PM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Helen Enayatian	01/27/2026 03:56PM	Approved

RULES RESOLUTION NO. – 2025

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENTECH ENGINEERING, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with EnTech Engineering P.C., to provide engineering consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with EnTech Engineering P.C.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), effective date of January 22, 2025 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 Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) EnTech Engineering, PC, (EnTech) having an office at 17 State Street, 36th Floor, New York, NY 10004 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B51037-02CM between the County and the Firm, executed on behalf of the County on December 29, 2023 (the "Original Agreement"), the Firm is performing architectural/engineering services for the County in connection with emergency remedial repairs to the roof of the Correctional Center 832 Building located at 100 Carman Ave, East Meadow, NY, 11554, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amended Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Nine Hundred Thirty-Six Thousand Dollars and Zero Cents ($1,936,000.00); and

WHEREAS, the County and the Firm desire to further amend the original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Five Hundred Fifty Thousand Dollars ($550,000.00), such that the maximum amount to be paid to the Firm for the Firm's Services including any Extra Services that may be so authorized, shall not exceed Two Million Four Hundred Eighty-Six Thousand Dollars and Zero Cents ($2,486,000.00).

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) 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

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.

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

ENTECH ENGINEERING,PC

By: Susan Bayat
Name: Susan Bayat, PE
Title: President
Date: 11/19/2025

COUNTY OF NASSAU

By:
Name: ARTHUR T. WALSH
Title: Deputy County Executive
Date: 1/26/26

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of November in the year 2025 before me personally came Susan Bayat, PE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of EnTech Engineering, PC, 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

ROSA MELENDEZ
Notary Public – State of New York
No. 01ME0032902
Qualified in Kings County
My Commission Expires January 15, 2029

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

On the 26th day of January in the year 2026 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; 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

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

Certified: 02/02/2024 10:45AM--
HGIGANTE

E-8-24

Filed with the Clerk of the Nassau County
Legislature: 12/29/2023 01:51PM

NIFS ID: CFPW23000047

Capital: X

Contract ID #: CFPW23000047

NIFS Entry Date: 12/07/2023

Department: Public Works

Service: EMERGENCY - Correctional Center 832 Building Remedial Repairs B51037-02CM

Term: This Emergency Agreement shall commence on November 27th, 2023 and shall terminate on the date that a Certificate of Completion is issued to the Construction Contractor.

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **EnTech Engineering, PC**	ID#[redacted]
Main Address: **17 State Street 36th FloorNew York, NY 10004**	
Main Contact: **Soudabeh Bayat**	
Main Phone: **(646) 722-0000**	

Department:
Contact Name: **Joseph Amerigo**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury NY**
Phone: **(516) 571-6804**
Email: **ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,Ekobel@nassaucountyny.gov**

Contract Summary

Purpose: This is an EMERGENCY CONTRACT for repair of Correction Center 832 Building. In the interest of expediency this RFP was issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. Note that due to the Emergency it is likely that a Notice to Proceed will be issued to the selected firm(s) prior to legislative approval of the Contract for these services.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services.

Procurement History: A Request for Proposal was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was e-mailed to seven qualified Vendors due to the Emergency. Proposals were received from five (5) firms on July 28, 2023. Following the review, the technical rank was

established and the cost proposals were opened. All of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Chief Architect, Valiant Yeung, Architect III and Joseph Amerigo, Project Manager IV. As a result, the review committee recommends that ENTECH be retained to provide Construction Management services for the Nassau County Correctional Center 832 Building Remedial Repair Project.
Description of General Provisions: New agreement for construction management services. This Emergency Agreement shall commence on November 27th, 2023 and shall terminate on the date that a Certificate of Completion is issued to the Construction Contractor.
Impact on Funding / Price Analysis: A contract will be processed in the amount of one million nine hundred thirty six thousand dollars ($1,936,000.00) adding a twenty (20%) percent contingency to the above referenced cost. Funding is available under Capital Project No. 51037.
Change in Contract from Prior Procurement: There is no prior procurement.
Recommendation: Approve as submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 51037 000	01	$1,936,000.00
Project Number		51037						
Project Detail		000						
						TOTAL		**$1,936,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$1,936,000.00
Other	$0.00
Total	**$1,936,000.00**

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	12/08/2023 09:57AM	Approved
NIFS Final Approval	Roseann D'Alleva	12/08/2023 09:57AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 09:57AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	12/08/2023 10:12AM	Approved
Final Approval	Roseann D'Alleva	12/08/2023 10:12AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	12/11/2023 04:04PM	Approved
RE & Insurance Verification	Grady Farnan	12/08/2023 10:21AM	Approved
NIFS Approval	Mary Nori	12/14/2023 03:12PM	Approved
Final Approval	Mary Nori	12/14/2023 03:12PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	12/08/2023 11:00AM	Approved
NIFA Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Final Approval	Christopher Nolan	12/13/2023 12:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/15/2023 01:50PM	Approved
DCE Compliance Approval	Robert Cleary	12/27/2023 03:44PM	Approved
Vertical DCE Approval	Arthur Walsh	12/29/2023 09:43AM	Approved
Final Approval	Arthur Walsh	12/29/2023 09:43AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	12/29/2023 12:07PM	Approved

Legislature			
Final Approval	Crystal Albert	01/09/2024 01:11PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	01/10/2024 03:56PM	Approved
Legal Approval	Charlie Casolaro	01/10/2024 03:58PM	Approved
Accounting / NIFS Approval	Michael Cohen	01/11/2024 08:53AM	Approved
Deputy Approval	Beaumont Jefferson	01/11/2024 09:57AM	Approved
Final Approval	Beaumont Jefferson	01/11/2024 09:57AM	Approved
NIFA			
NIFA Approval	Martha Worsham	01/11/2024 05:16PM	Approved
Legislative Affairs			
Contract Sent for Certification	Eleftherios Sempepos	01/31/2024 10:44AM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Halle Gigante	02/02/2024 10:45AM	Approved

RULES RESOLUTION NO. – 2024

A RESOLUTION RATIFYING THE COUNTY EXECUTIVE'S EXECUTION OF A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENTECH ENGINEERING, P.C.

WHEREAS, the County has negotiated a personal services agreement with EnTech Engineering P.C., to provide engineering consulting services, a copy of which is on file with the Clerk of the Legislature;

WHEREAS, the Nassau County Executive executed said personal services agreement; now, therefore be it;

RESOLVED, that the Rules Committee of the Nassau County Legislature ratifies the County Executive's execution of said agreement with EnTech Engineering P.C.

CONTRACT FOR SERVICES

Construction Management Services-
Nassau County Correctional Center
832 Building Remedial Repairs
Agreement No. B51037-02CM

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, 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 County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) ENTECH, a consulting engineering firm having its principal office at 17 State Street, 36th Floor, New York 10004 (the "Firm" or "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Firm 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 term of this Agreement shall commence on the date on November 27, 2023 (the "Commencement date") and terminate on the date that a Certificate of Completion is issued to the Construction Contractor (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the Nassau County Correctional Center- 832 Building Remedial Repairs, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions

contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Nine Hundred Thirty-Six Thousand ($1,936,000.00) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm 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 Claims for Payment. The Firm 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 Firm 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 Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort and

agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (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).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or

contract and it is not in default as surety, Firm, 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.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE"" attached hereto and hereby made a part hereof. 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 Firm agrees as follows:

(i) Firm 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, such breach being determined solely by the County. Firm 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) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(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 Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor 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, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor 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

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.

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Firm 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 occurrence 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 two million

dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm 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 Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm 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.

14. 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 Firm 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 Firm 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 Firm shall allege that the above-described actions and inactions preceded the Firm'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.

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

16. 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.

17. 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 Firm 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 Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(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.

19. 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.

20. 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.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred 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 Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. 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.

{Remainder of page intentionally left blank}

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

FIRM

By: Susan Bayat

Name: Susan Bayat, PE

Title: President

Date: 11/27/2023

NASSAU COUNTY

By:

Name:

Title: County Executive
Deputy County Executive

Date: 12-29-23

ARTHUR T. WALSH
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

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

On the 27th day of November in the year 2023 before me personally came Susan (Soudabeh) Bayat to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of EnTech Engineering, PC, 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 Paul K.

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

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

On the 29th day of December in the year 2023 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is 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

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which will overlap) is summarized below.

1.0 Construction Phase Services

1.1.1 Commencement and Duration - The Construction Phase will commence with the issuance of a Notice to Proceed and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for Twenty-Four (4) months. The CM should include One (1) month of pre-construction duties and Three (3) months of post-construction duties.

1.1.2 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), building end-users, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the existing Facility occupants. Coordinate the installation of County-furnished material, equipment, and furniture with the work of the CC. The CM shall maintain competent full-time staff at the project site to administer the project at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, lap top computers, digital cameras, cellular telephones, etc. The CM recognizes that the construction will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.

1.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager, and the Design Engineer to devise appropriate modifications to the Contract Documents.

1.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of applicable testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective,

deficient, and/or non-conforming Work, and shall make recommendations for correction and/or resolution. Track all defective and non-conforming Work through correction until final acceptance by the County. The CM shall provide all required testing equipment such as slump cone, air entrainment testing kit and thermometers as required for the Project.

1.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon acceptance of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC and shall discuss and agree upon recovery steps with the County.

1.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast, and all revisions shall also be forwarded to County.

1.1.7 BIM Related Services – The CM shall provide the necessary coordination between the Contractor and the County's BIM Services Provider from the start of the Project through completion.

1.1.8 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the

Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient, and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

1.1.9 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Facilities, in both paper and electronic formats.

1.1.10 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the County.

1.1.11 Meetings – Schedule and conduct regular weekly or bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with

the County, and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.1.12 Reporting – The CM shall prepare written progress reports and upon acceptance by the County deliver five (5) copies of same to the County (or electronic). Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.

B. Identification and status of all critical and important issues, which require the attention of the County.

C. Brief construction progress update describing actual progress versus plan, supported by earned value data.

D. Summary of schedule gains and delays and actions taken to mitigate delays.

E. Photographs and other documentation which is germane to the report.

F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

1.1.13 Safety – The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, and the designated Nassau County Project Manager. The CM shall not have control over, or charge of the Work, and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy.

B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.

C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain

a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.

D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.

E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.

F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.

G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.1.14 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

1.1.15 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

1.1.16 Field Office – The CM shall provide, maintain, and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high-speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

1.1.17 PLA & PLA Administration – The Project will be constructed under a Project Labor Agreement (PLA) utilizing a Single Prime Contractor for the execution of covered work with applicable exclusions. The Master PLA and the project specific amendment can be reviewed at NCDPW Headquarters by appointment. The CM shall be responsible for administering the PLA through a designated PLA Administrator. The PLA Administrator will be responsible for resolving labor disputes during construction if so required. The PLA Administrator will also be responsible for representing the County during any disputes arising out of Administering the PLA.

2.0 Post Construction Phase Services

2.1.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.1.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.1.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services,

recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, inclusive of Field Office and Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **One Million Nine Hundred Thirty-Six Thousand Dollars ($1,936,000.00) dollars.** The Firm shall be compensated for such services by an amount equal to Two point Five (2.50) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. See attached staffing schedule, with titles, and maximum hourly rates and multipliers.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records, acceptable to the County.

2. Other Reimbursable Expenses/Additional Work - the Firm shall be reimbursed for authorized reimbursable expenses or additional work. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement. Cost basis for such expenses can be lump sum and/or hourly wage rate times multiplier.

   The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed Two Hundred and Twenty-five dollars ($225.00)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary

for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Susan Bayat (Name)

   17 State Street, 36th Floor, New York, NY 10004 (Address)

   646-722-0000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

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

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

11/27/2023
Dated

Susan Bayat
Signature of Chief Executive Officer

Susan Bayat, PE, President
Name of Chief Executive Officer

Sworn to before me this

27th day of November, 2023.

Paul K. Shim
Notary Public

PAUL SHIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6302382
Qualified in Albany County
Commission Expires May 5th, 2026

Certified: --

E-95-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JULY 20, 2026
3:28 PM

NIFS ID: CFPW26000007

Capital: **X**

Contract ID #: **CFPW26000007**

NIFS Entry Date: **07/08/2026**

DPW Contract Number: **S35121-06M**

Department: Public Works

Service: **South Shore WRF Aeration Blower CM Services S35121-06M**

Term: **52 Months from the Notice to Proceed. The Dept. may renew the term by delivering a notice of extension. Any contract work started prior to the expiration of the Agreement, may be completed in its entirety.**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **IMEG Consultants Corp**	ID#:**150284110**
Main Address: **623 26th Avenue** **Rock Island, IL 61201**	
Main Contact: **Jessica Harrison**	
Main Phone: **(571) 325-5255**	

Department:
Contact Name: **Christopher Vella**
Address: **NCDPW** **3340 Merrick Road** **Building "R" 3rd Floor** **Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **ekobel@nassaucountyny.gov,ldionisio@nassaucountyny.gov,awalsh@hazenandsawyer.com,cvella@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is new contract for the Construction Management and Inspection Services for the Aeration Blower Facility at the South Shore WRF. The new facility was required as part of the FEMA funded recovery program after Hurricane Sandy. The new facility is elevated to protect it from future flooding.

Procurement History: The RFP was advertised in New York Post, NYS Contract Reporter and e-Procure on January 9, 2026. The Proposals were received on February 17, 2026 from seven (7) firms. The proposals were opened and evaluated by qualified personnel within the DPW: Christopher Vella, Project Manager III, Pasquale Assalone, P.E., Director of Environmental

Engineering, and Graham Smith, Civil Engineer II. IMEG was selected based on high technical ranking and reasonable price representing the best value to the County.

Description of General Provisions: This project will provide construction management services for the new Aeration Blower Facility at South Shore WRF. MBE utilization rate is 7.5%, WBE 7.5%, SVDOB 6% for a total of 21%.

Impact on Funding / Price Analysis: The maximum amount of this contract is $5,928,796.90. Funds are available in Capital Project 35123. The cost is expected to be fully reimbursed by FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act as part of the Hurricane Sandy Recovery program.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-S35121-06M

Advertised On: 01/09/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 02/17/2026

Number of proposals received: 7

Evaluation Committee members: Christopher Vella, Project Manager III, Pasquale Assalone, P.E., Director of Environmental Engineering, and Graham Smith, Civil Engineer II

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The three firms with the highest technical ranking and the lowest costs were asked to submit a BAFO. The Committee after reviewing all three BAFO's, agreed to eliminate D&B from selection due to their highest BAFO cost. It was also noted that although Gannett Fleming's BAFO was $385,613.00 lower than IMEG's, Gannett Fleming's cost savings was predicated on being able to utilize personnel from other ongoing onsite projects. The committee had concerns that this would negatively affect the amount of time and dedication of the Construction Manager needed to sufficiently manage this large and complex project. Based on this concern and that IMEG's proposed Resident Engineer (RE) had more experience than Gannett's prosed RE, the Committee was unanimous that this project should be awarded to IMEG Corporation. With high technical ranking and reasonable cost, IMEG represents the best value to the County.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWEFC	00003	PWCSWEFC 00003 35123 000	01	$5,928,796.90
						TOTAL		**$5,928,796.90**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$5,928,796.90
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$5,928,796.90**

Routing Slip

Department			
NIFS Entry	Louis Caruso	07/09/2026 09:39AM	Approved
NIFS Final Approval	Christopher Yansick	07/10/2026 08:09AM	Approved
Final Approval	Christopher Yansick	07/10/2026 08:09AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	07/10/2026 08:10AM	Approved
Final Approval	Christopher Yansick	07/10/2026 08:10AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/15/2026 11:04AM	Approved
Approval as to Form	Kemely Weiss	07/15/2026 11:29AM	Approved
NIFS Approval	Mary Nori	07/15/2026 04:06PM	Approved
Final Approval	Mary Nori	07/15/2026 04:06PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/10/2026 09:36AM	Approved
NIFA Approval	Christopher Nolan	07/10/2026 04:18PM	Approved
Final Approval	Christopher Nolan	07/10/2026 04:18PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/15/2026 05:25PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 11:20AM	Approved
Vertical DCE Approval	Arthur Walsh	07/20/2026 02:04PM	Approved
Final Approval	Arthur Walsh	07/20/2026 02:04PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	07/20/2026 02:39PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND IMEG CONSULTANTS CORP.

WHEREAS, the County has negotiated a personal services agreement with IMEG Consultant Corp., to provide professional construction management and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with IMEG Consultant Corp.

CONTRACT FOR SERVICES
S35121-06M

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SOUTH SHORE WRF AERATION BLOWER FACILITY

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

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 Public Works, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"),
- and –
IMEG Consultants Corp, having its principal address at 623 26th Ave, Rock Island, IL 61201(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;

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

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

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

1) **Term**.
   A. This Agreement shall commence on the date on which Notice To Proceed is issued, (the "Initial Date"), and shall terminate on the fifty- two (52) month anniversary of the Initial Date, (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms, (the "Initial Term"). The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions by delivering a notice of extension to the Firm at least thirty (30 days) prior to the Expiration subject to the County's right of early termination as provided in the contract.

   B. Any contract work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. Amendment of contract for time only will not be required for this purpose.

2) **Services.**
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of, but are not limited to: Construction Management (CM) services for the South Shore WRF Aeration Blower Facility Project, construction contract S35121-06G.
   B. Additional services are included as **EXHIBIT A.**
   C. At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner

or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

D. The following items are not included in the Contractor's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (I) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii)are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
   (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
   (2) Testing Laboratory Services.
   (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder the Firm and their sub-consultants.
   (4) Final models, photographs and renderings as requested by the county.
   (5) Reproduction of design development and construction document drawings, specifications, reports, and other documents furnished to, or on behalf of, the County in excess five (5) copies each. Any items prepared on behalf of the Firm, or their sub-consultants shall not be paid for by the County.
   (6) Other comparable expenses as approved by the County

E. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed **Five Million, Nine Hundred Twenty-Eight Thousand, Seven Hundred Ninety-Six ($5,928,796.90)** DOLLARS and **Ninety** CENTS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be 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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **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 Contractors (a "Contractors 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).

6) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as

Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **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:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

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

A. 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;

B. 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;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. 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;

E. 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;

F. 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; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 6% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall 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.

C. 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

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

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential

Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

   (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

   (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

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

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

16) **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence 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 occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers 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. A waiver of subrogation is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. 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.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent

obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **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/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. 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.

D. **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.

19) **Accounting Procedures; Records.**

A. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

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

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
A. in writing to the above referenced addresses and in compliance with the below,
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,
   iv) 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
      (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      (2) 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,
      (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      (4) 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.

25) **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.

26) **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.

27) **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

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

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

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

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (if applicable):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

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

IMEG CONSULTANTS CORP.

By: Richard J. Zapolski

Name: RICHARD J. ZAPOLSKI

Title: PRINCIPAL

Date: 6 · 25 · 2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 25 day of June in the year 2026 before me personally came Richard Zapolski to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the Principal of IMEG, 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.

Jill Ann Witcoski

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01WI6357883
My Commission Expires May 1, 2029

NOTARY PUBLIC

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

On the _____day of _____ in the year _____ 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 pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
DETAILED SCOPE OF SERVICES

1 Construction Phase Services

1.1.1 Commencement and Duration - The Construction Phase will commence with the award of the construction contract for the South Shore WRF Aeration Blower Facility project and will terminate upon final acceptance of the project in its entirety by the County. The construction phase of the project is anticipated to be 52 months. One month of pre-construction and nine months of post construction activity are anticipated.

1.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Bay Park Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Projects, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CCs. The FIRM shall furnish their staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

1.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

1.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Bay Park Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

1.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. These Schedules shall be prepared using the critical path method and Primavera P6 (or later version) software as approved and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, administering the CC's contract provisions, and coordinating between construction contracts. Coordination effort shall include that of the two maintenance and

protection of traffic (MPT) plans to minimize overlap. The schedules shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the projects within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update their Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.
In addition, the CM shall prepare and maintain an overall project schedule that combines information from the CC CPM schedule, baseline and periodic updates, for the purpose of coordinating work tasks and locations. The project schedule is to be shared at monthly coordination meetings attended by County, PM, CM, CC and other relevant stakeholders.

1.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the projects, based on the project schedules, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

1.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforces are sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

1.1.8 Information Management System – The PM has implemented an information management system (Microsoft Sharepoint in conjunction with Procore) to track and update the status of all pertinent project information. The CM shall attend training sessions provided by the PM. The CM shall upload all project documents upon receipt from the CC, per the templates developed by the PM. The CM shall utilize the system to generate logs and variance reports which shall be provided to the PM. The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

1.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making their recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

1.1.10 Meetings – Schedule and conduct regular job progress meetings with the CC, the Design Engineers, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend regular meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Regular meetings are considered to be every other week at a minimum. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.1.11 Reporting – The CM shall prepare monthly written progress reports and email an electronic copy to the Program Manager for distribution no later than the

10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report - Report on all critical and important issues, which require the attention of the County
D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Equipment Logs
I. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

The CM shall also provide all reporting as required of the SWPPP plans.

1.1.12 Safety - The CM shall require the CC to submit their safety programs and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CC's responsibility. The CM shall not be responsible for the CCs' failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC's safety programs and inform the Department and the Program Manager of their adequacy.

1.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineers prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CCs' proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineers' error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Program Management Information System.

1.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineers of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or

beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

1.1.15 Field Office - The CM will be provided with work space within the PJMV Trailer Complex located at the South Shore WRF in Bay Park. Internet service will be made available at this location. The CM will also be able to use facilities at the South Shore WRF for the purposes of meetings and as check-in locations.

2 Construction Services

2.2.1 Contract Closeout - Conduct final inspections with Design Engineers, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the projects will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the projects. The CM shall then transmit the verified as-built drawings to the Design Engineers for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineers.

EXHIBIT B
PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **Five Million, Nine Hundred Twenty-Eight Thousand, Seven Hundred Ninety-Six** DOLLARS and **Ninety** CENTS **($5,928,796.90)**. The Firm shall be compensated for such services by an amount equal to or lower than Two and Fifty Hundredths (2.50) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed Two Hundred and Seventy-Five Dollars ($275.00).

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services as well as other comparable expenses as approved by the Department (e.g. site investigation, utility location, mark-out services). Invoices must be substantiated by reports, bills and payment records. The initial budget for this item shall be two hundred thousand dollars ($200,000.00).
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department prior to the cost being incurred and will be paid out of the established budget for Basic Services.

C. ADDITIONAL EXTRA SERVICES

At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

All subcontractors/subconsultants shall be approved by the County prior to engagement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will

be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for

proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's 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.

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:

Richard Zapolski (Name)

177 Crossways Park Dr. Woodbury, N.Y. 11797 (Address)

516-224-5290 (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) ✓ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) ✓ (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.

06/25/2026
Dated

Richard J. Zapolski
Signature of ~~Chief Executive Officer~~ - Principal

Richard J. Zapolski
Name of Chief Executive Officer - Principal

Sworn to before me this
25 day of June, 2026

Jill Ann Witcoski
Notary Public

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01WI6357883
My Commission Expires May 1, 2029

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this ___ day of _____, 20__ by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and _____ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for _____("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: IMEG

By: Richard J. Zapolski
Name: RICHARD J. ZAPOLSKI
Title: PRINCIPAL
Date: 6 · 25 · 2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I RICHARD J. ZAPOLSKI (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / (other) PRINCIPAL of the Contractor IMEG (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

Richard J. Zapolski
(Individual's Signature)

RICHARD J. ZAPOLSKI
(Individual's Printed Name)

IMEG
(Entity for which Individual is an employee or agent)

6 · 25 · 2026
(Date)

NIFA Nassau County Interim Finance Authority

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

1. Vendor: IMEG Consultants Corp

2. Amount requiring NIFA approval: $5,928,796.90

Amount to be encumbered: $5,928,796.90

Slip Type: New

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: to 52 Months from the Notice to Proceed. The Dept. may renew the term by delivering a notice of extension. Any contract work started prior to the expiration of the Agreement, may be completed in its entirety.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	100
State %	0
County %	0

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
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 new contract for the Construction Management and Inspection Services for the Aeration Blower Facility at the South Shore WRF. The new facility was required as part of the FEMA funded recovery program after Hurricane Sandy. The new facility is elevated to protect it from future flooding.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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.

CNOLAN 07/10/2026

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.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jessica Harrison state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: IMEG Consultants Corp

Vendor's Address: 623 26th Avenue Rock Island IL US 61201

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/04/2026 10:20:29 am

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 05/21/2026 03:57:28 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/18/2026 10:12:18 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	John Wilczynski [JOHN.D.WILCZYNSKI@IMEGCORP.COM]
Date Certified	05/15/2026 03:48:40 pm

Principal Name	Patrick D. Eikenberry [PATRICK.D.EIKENBERRY@IMEGCORP.COM]
Date Certified	05/20/2026 12:11:32 pm

Principal Name	Karen Guest [OFFICEOFTHECLO@IMEGCORP.COM]
Date Certified	05/18/2026 10:45:41 am

Principal Name	Michael Zorich [OFFICEOFTHECOO@IMEGCORP.COM]
Date Certified	03/04/2026 10:35:56 am

Principal Name	Paul VanDuyne [OFFICEOFTHECEO@IMEGCORP.COM]
Date Certified	03/04/2026 10:40:20 am

Principal Name	Paul E. Parry [PAUL.E.PARRY@IMEGCORP.COM]
Date Certified	03/09/2026 10:04:19 am

Principal Name	Roland Pulley [OFFICEOFTHECFO@IMEGCORP.COM]
Date Certified	03/04/2026 10:31:35 am

Principal Name	Daniel John Huntington [DANIEL.J.HUNTINGTON@IMEGCORP.COM]
Date Certified	05/14/2026 03:10:31 pm

I, Jessica Harrison 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 further 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."

Jessica Harrison JESSICA.M.HARRISON@IMEGCORP.COM

Name

Legal Process Innovation Manager

Title

IMEG Consultants Corp.

Name of Submitting Entity

05/21/2026 05:08:31 pm

Date

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Jessica M. Harrison [JESSICA.M.HARRISON@IMEGCORP.COM]

Dated: 03/04/2026 10:20:29 am

Vendor: IMEG Consultants Corp.

Title: Legal Process Innovation Manager

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: 05/15/2026

1) Proposer's Legal Name: IMEG Consultants Corp.

2) Address of Place of Business: 623 26th Ave

City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
Please see attached.

1 File(s) uploaded: IMEG Entity Chart_6.26.pdf

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

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

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

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

Upon contract award, IMEG will adopt Nassau County's conflict of interest policy. In addition, our staff members' Professional Engineering licenses require us to research potential conflicts of interest prior to establishing a work relationship with any potential new client.

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 [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/16/1910

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.

See attachment.

First Name	Dan				
Last Name	Huntington				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	Vice President				

First Name	John				
Last Name	Wilczynski				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	Vice President				

First Name	Patrick				
Last Name	Eikenberry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	Vice President				

First Name	Roland				
Last Name	Pulley				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/	IL	Zip/Postal	61201

		Territory		Code	
Country	US				
Position	CFO				

First Name	Michael				
Last Name	Zorich				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	COO				

First Name	Paul				
Last Name	Parry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	Vice Chair				

First Name	Paul				
Last Name	VanDuyne				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	CEO				

First Name	Karen				
Last Name	Guest				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/Postal Code	61201
Country	US				
Position	Chief Legal Officer				

1 File(s) uploaded: IMEG SL-2026.pdf

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

First Name	John				
Last Name	Wilczynski				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	Vice President				

First Name	Patrick				
Last Name	Eikenberry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	Vice President				

First Name	Karen				
Last Name	Guest				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	Chief Legal Officer				

First Name	Dan				
Last Name	Huntington				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201

Country	US				
Position	Vice President				

First Name	Paul				
Last Name	VanDuyne				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	CEO				

First Name	Paul				
Last Name	Parry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	Vice Chair				

First Name	Roland				
Last Name	Pulley				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	CFO				

First Name	Michael				
Last Name	Zorich				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory	IL	Zip/ Postal Code	61201
Country	US				
Position	COO				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

3180

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached.

1 File(s) uploaded: BHF_A.vii_Awards 10.2023.pdf

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

2 File(s) uploaded: NY Board signed.pdf, NY SOS (2).pdf

B. Indicate number of years in business.

11

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

See attached

1 File(s) uploaded: IMEG general brochure - 2025.pdf

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	Town of Oyster Bay		
Contact Person	Richard Lenz, PE Commissioner DPW		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5935		
Fax #			
E-Mail Address	rlenz@oysterbay-ny.org		

Company	Suffolk County Department of Public Works		
Contact Person	Michael Monaghan, Chief Engineer		
Address	335 Yaphank Ave		
City	Yaphank	State/Province/Territory	NY
Country	US		

Telephone	(631) 852-4225		
Fax #	(000) 000-0000		
E-Mail Address	michael.monaghan@suffolkcountyny.gov		

Company	Village of Manorhaven, NY		
Contact Person	John Popeleski, Mayor		
Address	33 Manorhaven Boulevard		
City	Port Washington	State/Province/Territory	NY
Country	US		
Telephone	(516) 523-0316		
Fax #	(000) 000-0000		
E-Mail Address	mayorpop@manorhaven.org		

I, Jessica M. Harrison , 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, Jessica M. Harrison , 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.

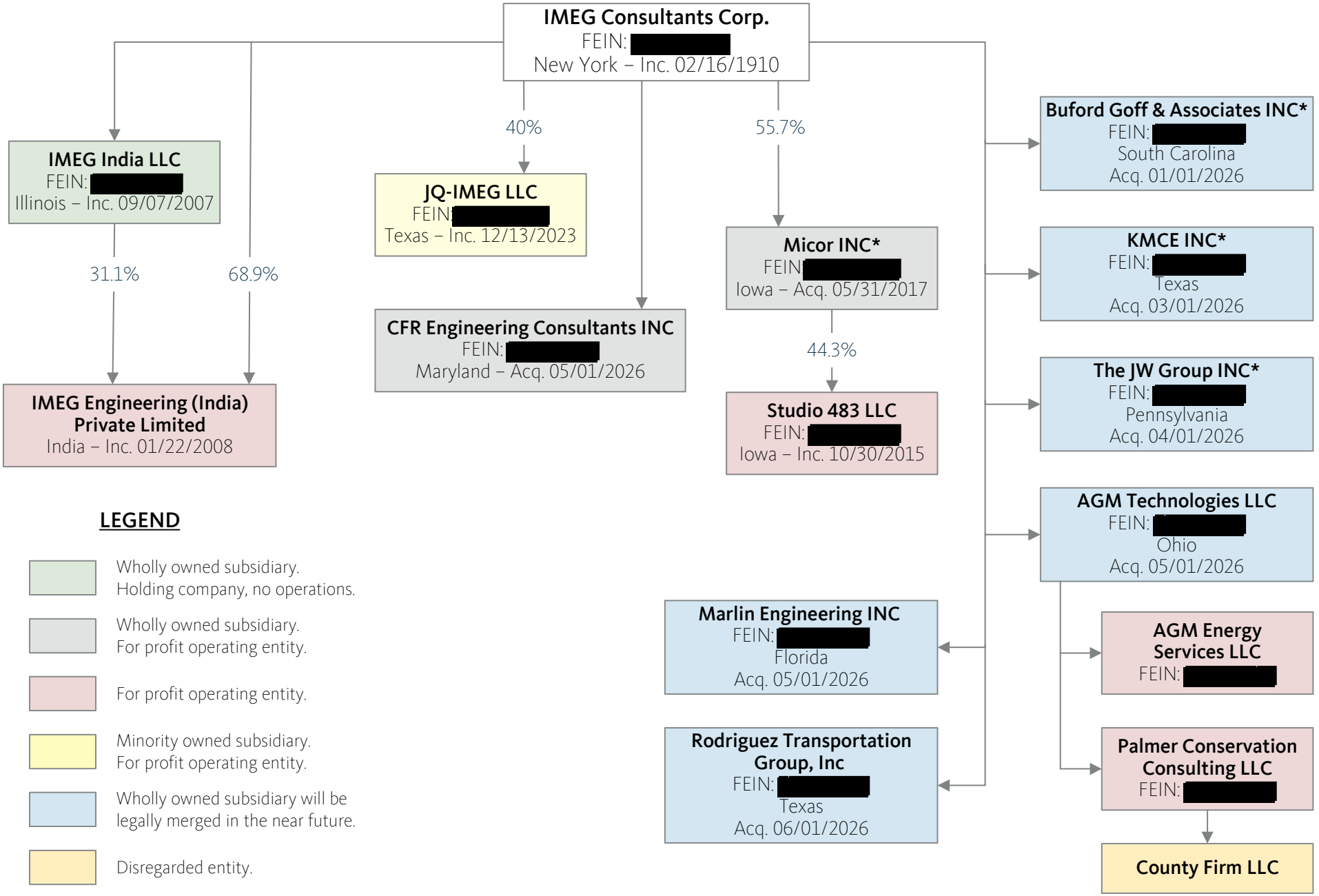
Name of submitting business: IMEG Consultants Corp.

Electronically signed and certified at the date and time indicated by:
Jessica M. Harrison JESSICA.M.HARRISON@IMEGCORP.COM

Legal Process Innovation Manager
Title

06/23/2026
Date

IMEG's active mergers and acquisitions are driving changes in our organizational structure. Our entity chart is an evolving document that captures the most recent updates to our portfolio. We are committed to maintaining its accuracy and relevance, and we thank you for your understanding as we integrate new partnerships and opportunities.



*Will be merged into IMEG Consultants Corp. by 6/15/26.

IMEG Consultants Corp

Shareholder List as of 03.26

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
ESOP	ESOP	IMEG CORP.	ESOP - IMEG	[redacted]
VOTING	VANDUYNE	PAUL D.	EXECUTIVE PRINC	
VOTING	PARRY	PAUL	EXECUTIVE PRINC	
VOTING	GHARIBANS	EDMOND	EXECUTIVE PRINC	
VOTING	LUCY	STEVE	EXECUTIVE PRINC	
VOTING	MELROY	DAVID	EXECUTIVE PRINC	
VOTING	CAMERON	JOHN	EXECUTIVE PRINC	
VOTING	ZINK	BILL	EXECUTIVE PRINC	
VOTING	PARKER	KERRY	EXECUTIVE PRINC	
VOTING	RHOADES	STEVE	EXECUTIVE PRINC	
VOTING	SMITH	JEFFREY	EXECUTIVE PRINC	
VOTING	HARMAN	KIRK	EXECUTIVE PRINC	
VOTING	WILCZYNSKI	JOHN	EXECUTIVE PRINC	
VOTING	ZORICH	MICHAEL	MANAGING PRINC	
VOTING	HUNTINGTON	DANIEL	EXECUTIVE PRINC	
VOTING	EIKENBERRY	PAT	EXECUTIVE PRINC	
VOTING	WALSH	MICHAEL P.	MANAGING PRINC	
VOTING	HODGE	BILL	MANAGING PRINC	
VOTING	KNIGHT	BRIAN	MANAGING PRINC	
VOTING	CARPENTER	JEFFREY	MANAGING PRINC	
VOTING	MELSON	BRIAN	MANAGING PRINC	
VOTING	SUMMER	KEITH	MANAGING PRINC	
VOTING	DOLAND	HARLAN	MANAGING PRINC	
VOTING	OKAJIMA	ROBERT	MANAGING PRINC	
VOTING	NASR	ATHANACIOS	MANAGING PRINC	
VOTING	HOLBERT	JOHN	MANAGING PRINC	
VOTING	VANDENBROUCKE	ERIC	MANAGING PRINC	
VOTING	THIELEN	ANDREW	MANAGING PRINC	
VOTING	PEARCE	LINCOLN	MANAGING PRINC	
VOTING	BATEMAN	TERROL	MANAGING PRINC	
VOTING	WEBER	DOUG	MANAGING PRINC	
VOTING	NICHOLSON	TODD	MANAGING PRINC	
VOTING	SMITH	STUART	MANAGING PRINC	
VOTING	CAMPAGNA	SCOTT	MANAGING PRINC	
VOTING	MOE	ERIC	SR. PRINCIPAL	
VOTING	WATTS	CRAIG	SR. PRINCIPAL	
VOTING	KMIECIK	RICK	SR. PRINCIPAL	
VOTING	MELROY	KEVIN	SR. PRINCIPAL	
VOTING	PULLEY	ROLAND	SR. PRINCIPAL	
VOTING	SITTON	DOUGLAS	SR. PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	POPE	KEVIN	SR. PRINCIPAL	[redacted]
VOTING	FELLMAN	JOHN	SR. PRINCIPAL	
VOTING	HOWE	SHIRLEY	SR. PRINCIPAL	
VOTING	NAJARIAN	EDWIN	SR. PRINCIPAL	
VOTING	TORREGROSSA	MARIO	SR. PRINCIPAL	
VOTING	LABISSONIERE	TIM	SR. PRINCIPAL	
VOTING	FERZACCA	NICK	SR. PRINCIPAL	
VOTING	LAWLESS	MICHAEL	SR. PRINCIPAL	
VOTING	SHULMAN	MARK	SR. PRINCIPAL	
VOTING	GHARAMTI	ALI	SR. PRINCIPAL	
VOTING	WINTER	ROBERT	SR. PRINCIPAL	
VOTING	STORY	CHRIS	SR. PRINCIPAL	
VOTING	BELLON	MARK A.	SR. PRINCIPAL	
VOTING	CAMERON	ENGINEERING	EXECUTIVE PRINC	
VOTING	BRENTON	JONATHAN	SR. PRINCIPAL	
VOTING	CORBETT	MICHAEL	SR. PRINCIPAL	
VOTING	OKE	JEFFREY	SR. PRINCIPAL	
VOTING	ALTES	KELLY	MANAGING PRINC	
VOTING	HOLDORF	JASON	SR. PRINCIPAL	
VOTING	KITCHEN	MICHAEL	SR. PRINCIPAL	
VOTING	HAMI	ALI	SR. PRINCIPAL	
VOTING	DELPAPA	JAMES	SR. PRINCIPAL	
VOTING	WHITNEY	DAVID	SR. PRINCIPAL	
VOTING	GARG	ARUN	SR. PRINCIPAL	
VOTING	GOFF	KEVIN R.	SR. PRINCIPAL	
VOTING	ROLESON	WILLIAM	SR. PRINCIPAL	
VOTING	VANCOR	JOHN	SR. PRINCIPAL	
VOTING	KAPPELER	JAMES	SR. PRINCIPAL	
VOTING	RILEY	KAY	SR. PRINCIPAL	
VOTING	COTHARN	KRISTINE	SR. PRINCIPAL	
VOTING	STOUT	COREY	SR. PRINCIPAL	
VOTING	PINKERTON	BRANDON	SR. PRINCIPAL	
VOTING	WITT	MARTIN	SR. PRINCIPAL	
VOTING	BARKER	KRIS	SR. PRINCIPAL	
VOTING	LEAVITT	BRIAN	SR. PRINCIPAL	
VOTING	HAMMER	STEVE	SR. PRINCIPAL	
VOTING	TANENBAUM	DAVID	SR. PRINCIPAL	
VOTING	GLADSTONE	WALLACE	SR. PRINCIPAL	
VOTING	URBANEK	KENNETH	SR. PRINCIPAL	
VOTING	WEISIGER	DANIEL	SR. PRINCIPAL	
VOTING	LYNSKEY	GERARD	SR. PRINCIPAL	
VOTING	PARRA	PHILLIP I.	SR. PRINCIPAL	
VOTING	GUEST	KAREN	SR. PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	BRICKNER	DARYL	SR. PRINCIPAL	[redacted]
VOTING	MONKS	TILDEN	SR. PRINCIPAL	
VOTING	LYNCH	ANNA	SR. PRINCIPAL	
VOTING	FOLEY	MOLLY	SR. PRINCIPAL	
VOTING	HAMILTON	LEWIS	SR. PRINCIPAL	
VOTING	MEYER	GREG	SR. PRINCIPAL	
VOTING	PFLIPSEN	DAVID	SR. PRINCIPAL	
VOTING	SOUDAGAR	SURAJ	SR. PRINCIPAL	
VOTING	IGNACIO	NESTOR	SR. PRINCIPAL	
VOTING	WASHINGTON	KEVIN	SR. PRINCIPAL	
VOTING	HEACOCK	JOSHUA	SR. PRINCIPAL	
VOTING	INGHRAM	DAVID	SR. PRINCIPAL	
VOTING	HUMBLE	DARYL	SR. PRINCIPAL	
VOTING	REINSCH	ERIC	SR. PRINCIPAL	
VOTING	PIERSON	BRANDON	SR. PRINCIPAL	
VOTING	WARNER	DAVID	SR. PRINCIPAL	
VOTING	JUDY	JUSTIN	PRINCIPAL	
VOTING	WIERCINSKI	SCOTT	SR. PRINCIPAL	
VOTING	LEBLANC	CHARLES	PRINCIPAL	
VOTING	JACOBSON	MATTHEW J.	PRINCIPAL	
VOTING	WELCH	MICHAEL	PRINCIPAL	
VOTING	HATCH	ROBERT	PRINCIPAL	
VOTING	NELSON	KIRK	PRINCIPAL	
VOTING	CASPERSON	BRETT	PRINCIPAL	
VOTING	LYON	RONALD	SR. PRINCIPAL	
VOTING	FORTIER	BRANDON	PRINCIPAL	
VOTING	HEIDENREICH	HEATHER	PRINCIPAL	
VOTING	COSTELLO	JOHN	PRINCIPAL	
VOTING	HENDERSON	ERIC	PRINCIPAL	
VOTING	YOUNG	BRADICK	PRINCIPAL	
VOTING	COSENZA	LEA	PRINCIPAL	
VOTING	MASSEY	MIKE	PRINCIPAL	
VOTING	DEHAVEN	JOEL	SR. PRINCIPAL	
VOTING	BLASKOVICH	SUSAN	PRINCIPAL	
VOTING	HAFFKE	MINDY	PRINCIPAL	
VOTING	CALLENDER	KATHRYN	PRINCIPAL	
VOTING	LUBRANO	CHRISTIAN	PRINCIPAL	
VOTING	HENNEKE	MARKUS	PRINCIPAL	
VOTING	BRADEN	STUART G.	PRINCIPAL	
VOTING	SAVOY	SHANE	PRINCIPAL	
VOTING	BLAND	MALCOLM D.	PRINCIPAL	
VOTING	CHAMBERLAIN	CRAIG	PRINCIPAL	
VOTING	FILLMORE	CHRIS	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	SPYCHALA	SETH D.	PRINCIPAL	[redacted]
VOTING	MEYER	MATTHEW	PRINCIPAL	
VOTING	STRASENBURGH	ALEX	PRINCIPAL	
VOTING	VANBENSCHOTEN	SUSAN	PRINCIPAL	
VOTING	KAST	DAVID E.	PRINCIPAL	
VOTING	SAMBOLT	JASON	PRINCIPAL	
VOTING	STOERGER	ERIC	PRINCIPAL	
VOTING	LIVINGSTON	KENNETH	PRINCIPAL	
VOTING	DYE	LEE ANN MARIE	PRINCIPAL	
VOTING	DREW	GREGORY	PRINCIPAL	
VOTING	MCBRIDE	NATHAN	PRINCIPAL	
VOTING	HENDRIX	LEONARD	PRINCIPAL	
VOTING	MAGNUSON	KEVIN	PRINCIPAL	
VOTING	ERICKSON	TED	PRINCIPAL	
VOTING	MEARS	MATTHEW	PRINCIPAL	
VOTING	RINALDI	JOHN	PRINCIPAL	
VOTING	LEMON	CHRISTOPHER	PRINCIPAL	
VOTING	CAMAJANI	JOSEPH	PRINCIPAL	
VOTING	MANSOURI	TIFFINY	PRINCIPAL	
VOTING	LEESMAN	JEFFREY	PRINCIPAL	
VOTING	MYER	STEVEN J.	PRINCIPAL	
VOTING	RAMICH	LARISA	PRINCIPAL	
VOTING	GONZALEZ	KENNETH.	PRINCIPAL	
VOTING	ZAPPANTI	MARK	PRINCIPAL	
VOTING	SHERRELL	CHUCK	PRINCIPAL	
VOTING	MOORE	KAELIN	PRINCIPAL	
VOTING	SMITH	DOUGLAS R.	PRINCIPAL	
VOTING	THOMPSON	JOHN MARK	PRINCIPAL	
VOTING	DAY	MINDY	PRINCIPAL	
VOTING	PERTZBORN	ABBY	PRINCIPAL	
VOTING	RANDALL	BRADLEY	PRINCIPAL	
VOTING	GLADSTONE	LISA	PRINCIPAL	
VOTING	SIPOS	OVI	PRINCIPAL	
VOTING	PETROPULOS	JAMES	PRINCIPAL	
VOTING	TILLERY	CARLA	PRINCIPAL	
VOTING	HULTS	MICHAEL	PRINCIPAL	
VOTING	JOHNSON	JOHN	PRINCIPAL	
VOTING	PANEK	JOHN	PRINCIPAL	
VOTING	IEZZA	MIKE	PRINCIPAL	
VOTING	BARRETT	TODD	PRINCIPAL	
VOTING	GOULD	JENNIFER	PRINCIPAL	
VOTING	SWICK	KELLY	PRINCIPAL	
VOTING	MCFARLANE	MICHAEL	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	CHLEBUS	DAVID	PRINCIPAL	[redacted]
VOTING	GOERTZ	TAYLOR	PRINCIPAL	
VOTING	PAPANIKOLAOU	PETER	PRINCIPAL	
VOTING	MAUGHAN	DALLAS	PRINCIPAL	
VOTING	BRONSTAD	JOSH	PRINCIPAL	
VOTING	AAGARD	ADAM	PRINCIPAL	
VOTING	MASSEY	JOSHUA	PRINCIPAL	
VOTING	JESTER	RYAN	PRINCIPAL	
VOTING	LAFERRIERE	CLINTON	PRINCIPAL	
VOTING	SMITH	CAMERON G.	PRINCIPAL	
VOTING	STECHSCHULTE	KELLY	PRINCIPAL	
VOTING	MOREHOUSE	MICHAEL	PRINCIPAL	
VOTING	LOUGH	DONNA	PRINCIPAL	
VOTING	KAVANAGH	WILLIAM	PRINCIPAL	
VOTING	KNOPP	TAMI	PRINCIPAL	
VOTING	ANDERSON	JEREMY	PRINCIPAL	
VOTING	GAARDE	COREY	PRINCIPAL	
VOTING	ZAPOLSKI	RICHARD	PRINCIPAL	
VOTING	RAMAKRISHNAN	AKSHAI	PRINCIPAL	
VOTING	RICH	NICHOLAS	PRINCIPAL	
VOTING	RIDD	JENNIFER	ASSOCIATE PRINC	
VOTING	ZIMMERMAN	AARON	PRINCIPAL	
VOTING	SMITH	CHRISTOPHER	PRINCIPAL	
VOTING	SNEED	JASON	PRINCIPAL	
VOTING	PENNINGS	KARL	PRINCIPAL	
VOTING	FRANCIS	SCOTT	PRINCIPAL	
VOTING	ESSMAN	MARY	PRINCIPAL	
VOTING	TADDEI	CARLO	PRINCIPAL	
VOTING	SNYDER	MATTHEW	PRINCIPAL	
VOTING	LICAMELI	LOU	PRINCIPAL	
VOTING	GOLDBERG	KATHERINE	PRINCIPAL	
VOTING	BERRETT	GLENDON	PRINCIPAL	
VOTING	BODENSCHATZ	DAVID	PRINCIPAL	
VOTING	LEVERENZ	RICK	PRINCIPAL	
VOTING	ZAJAC	THOMAS	PRINCIPAL	
VOTING	PANDEY	KABI	PRINCIPAL	
VOTING	JONES	WILLIAM (JOE)	PRINCIPAL	
VOTING	HOLE	SCOTT	PRINCIPAL	
VOTING	ADAMS	DAVID	PRINCIPAL	
VOTING	MILLER	MARCY	PRINCIPAL	
VOTING	DOWNHAM	ASHLEE	PRINCIPAL	
VOTING	KNATTERUD	KOLTEN L.	PRINCIPAL	
VOTING	FEE	ALYSSA	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	MONKS	ANCHILA	PRINCIPAL	[redacted]
VOTING	JURKOWSKI	BOB	PRINCIPAL	
VOTING	SCHMIDT	JARED	PRINCIPAL	
VOTING	STRAUB	SPENCER	PRINCIPAL	
VOTING	TRAVIS	TUCKER	ASSOCIATE PRINC	
VOTING	ADAMS	ROBERT A.	PRINCIPAL	
VOTING	VALLEJO	ERIC	PRINCIPAL	
VOTING	PARRISH	MIKE	ASSOCIATE PRINC	
VOTING	HUFF	STEVEN	PRINCIPAL	
VOTING	AHLFED	KRISTEN	ASSOCIATE PRINC	
VOTING	HARPIN	ARMAND	PRINCIPAL	
VOTING	FELTS	BRADLEY	PRINCIPAL	
VOTING	SPRANGERS	RYAN	PRINCIPAL	
VOTING	BENITEZ	PABLO	PRINCIPAL	
VOTING	GLATZL	ERIC	ASSOCIATE PRINC	
VOTING	MCLAUGHLIN	TRIP	ASSOCIATE PRINC	
VOTING	JOHNSON	WADE	PRINCIPAL	
VOTING	NIELSEN	BETH	PRINCIPAL	
VOTING	ZINK	JOSEPH	ASSOCIATE PRINC	
VOTING	GESKE	DONOVAN	ASSOCIATE PRINC	
VOTING	BURTON	JEFFREY	PRINCIPAL	
VOTING	KUMBATOVIC	NICHOLAS	PRINCIPAL	
VOTING	JACOBS	SPENCER	PRINCIPAL	
VOTING	EDWARD	CHRISTOPHER	PRINCIPAL	
VOTING	NESS	JAMES I.	PRINCIPAL	
VOTING	HART	DUSTIN	ASSOCIATE PRINC	
VOTING	VEDVIK	RICHARD	PRINCIPAL	
VOTING	CALLAHAN	SHAWN	ASSOCIATE PRINC	
VOTING	MCMILLEN	ADAM	PRINCIPAL	
VOTING	JONES	ROBERT	ASSOCIATE PRINC	
VOTING	LEVTOV	JOHN	PRINCIPAL	
VOTING	HAWN	BLAIR	PRINCIPAL	
VOTING	JULIAN	GEORGE	ASSOCIATE PRINC	
VOTING	PRICE	JOHN (TONY)	ASSOCIATE PRINC	
VOTING	KOWATA	KOREY	PRINCIPAL	
VOTING	CARTER	ZACHARY	PRINCIPAL	
VOTING	BIRETA	GARY	PRINCIPAL	
VOTING	HELMS	JOHN	ASSOCIATE PRINC	
VOTING	MALONEY	DANIEL	PRINCIPAL	
VOTING	VANSANT	ANTHONY	PRINCIPAL	
VOTING	ZEHNLE	ANTHONY	PRINCIPAL	
VOTING	HOLT	JOHN	ASSOCIATE PRINC	
VOTING	POMATTO	ANDREW	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	SHAH	HIMANSU	PRINCIPAL	[redacted]
VOTING	GULDEN	JOSEPH	ASSOCIATE PRINC	
VOTING	RASCHE	PETER	ASSOCIATE PRINC	
VOTING	KUSEK	JOHN	ASSOCIATE PRINC	
VOTING	RAINS	LOREN	ASSOCIATE PRINC	
VOTING	REIER	TIMOTHY	ASSOCIATE PRINC	
VOTING	MCCABE	PATRICK	ASSOCIATE PRINC	
VOTING	GEORGE	SPENCER	ASSOCIATE PRINC	
VOTING	WERMUTH	CINDY	ASSOCIATE PRINC	
VOTING	BUCKLEY	BRENDON	ASSOCIATE PRINC	
VOTING	PRAMOJANEY	SUJIN	ASSOCIATE PRINC	
VOTING	STAIGER	HUGH	ASSOCIATE PRINC	
VOTING	YEUNG	BENJAMIN	ASSOCIATE PRINC	
VOTING	SPENGLER	MICHAEL	ASSOCIATE PRINC	
VOTING	DAVIS	CORY S.	ASSOCIATE PRINC	
VOTING	BYRNE	LOREN	ASSOCIATE PRINC	
VOTING	SKAALA	JAMES	ASSOCIATE PRINC	
VOTING	BRILEY	MATTHEW	ASSOCIATE PRINC	
VOTING	EAGLETON	BRIAN	ASSOCIATE PRINC	
VOTING	SHARMA	GAURAV	ASSOCIATE PRINC	
VOTING	KLUCK	JOHN	ASSOCIATE PRINC	
VOTING	SCHOEN	DAVID J.	ASSOCIATE PRINC	
VOTING	ZIMMERMAN	DONNY	ASSOCIATE PRINC	
VOTING	CAMPBELL	TODD	ASSOCIATE PRINC	
VOTING	WANK	GREGORY	ASSOCIATE PRINC	
VOTING	AHLSTROM	GUY	ASSOCIATE PRINC	
VOTING	O'HARA	BRIAN	ASSOCIATE PRINC	
VOTING	PAUSER	PATRICK	ASSOCIATE PRINC	
VOTING	BUTZLAFF	LISA	ASSOCIATE PRINC	
VOTING	GIBBS	MIKE	ASSOCIATE PRINC	
VOTING	CARNEY	PETE	ASSOCIATE PRINC	
VOTING	ELLMORE	JASON	ASSOCIATE PRINC	
VOTING	MATREALE	JIM	ASSOCIATE PRINC	
VOTING	RUFFO	JOE	ASSOCIATE PRINC	
VOTING	LANE	ZAC P.	ASSOCIATE PRINC	
VOTING	HARTLEY	FRANCIS H.	ASSOCIATE PRINC	
VOTING	MCDONOUGH	DAN	ASSOCIATE PRINC	
VOTING	CURREY	CHAD E.	ASSOCIATE PRINC	
VOTING	HICKMAN	DAVID	ASSOCIATE PRINC	
VOTING	COLLINS	RAYMOND	ASSOCIATE PRINC	
VOTING	HADJIYANE	STEPHEN	ASSOCIATE PRINC	
VOTING	EVANYO	JOHN (JACK)	ASSOCIATE PRINC	
VOTING	HILL	SUSAN	ASSOCIATE PRINC	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	PRENDERGAST	COLIN	ASSOCIATE PRINC	
VOTING	WALDENMEYER	EMILY	ASSOCIATE PRINC	
VOTING	CHAIREZ	HUGO	ASSOCIATE PRINC	
VOTING	MOCK	ANDREW	ASSOCIATE PRINC	
VOTING	AKSELROD	ALEX	ASSOCIATE PRINC	
VOTING	SUN	CHELSEA	ASSOCIATE PRINC	
VOTING	CYR	DAVID J.	ASSOCIATE PRINC	
VOTING	WASHBURN	CRIS	ASSOCIATE PRINC	
VOTING	WILSON	KYLE	ASSOCIATE PRINC	
VOTING	STREIT	LUKE	ASSOCIATE PRINC	
VOTING	ROSAS	LACI	ASSOCIATE PRINC	
VOTING	CHAN	ERIC	ASSOCIATE PRINC	
VOTING	PARIKH	VIMAL	ASSOCIATE PRINC	
VOTING	STEGINA	LAUREL	ASSOCIATE PRINC	
VOTING	CAPODICE	KEVIN	ASSOCIATE PRINC	
VOTING	GIES	BENJAMIN	ASSOCIATE PRINC	
VOTING	LONG	STEVEN	ASSOCIATE PRINC	
VOTING	STICKROD	JAYSON	ASSOCIATE PRINC	
VOTING	WILSON	COREY	ASSOCIATE PRINC	
VOTING	SPIELMAN	ROBERT	ASSOCIATE PRINC	
NONVOTING	BENDIXEN	CHRISTINE	ASSOCIATE PRINC	
VOTING	YATES	DUSTIN	ASSOCIATE PRINC	
VOTING	QUAST	ALEXANDER	ASSOCIATE PRINC	
VOTING	TROVATO	ROB V.	ASSOCIATE PRINC	
VOTING	MARSHALL	DAVID	ASSOCIATE PRINC	
VOTING	TAMPAKIS	SOPHIA D.	ASSOCIATE PRINC	
VOTING	RIVERA	JOSE R.	ASSOCIATE PRINC	
VOTING	KERR	SHEILA	ASSOCIATE PRINC	
VOTING	WELLS	SHANE	ASSOCIATE PRINC	
VOTING	COURTNEY	PETER	ASSOCIATE PRINC	
VOTING	MURPHY	SCOTT	ASSOCIATE PRINC	
VOTING	GRENZ	LAUREN	ASSOCIATE PRINC	
VOTING	MIKULKA	MELISSA	ASSOCIATE PRINC	
VOTING	EDMONDSON	STEPHEN	ASSOCIATE PRINC	
NONVOTING	DONECKER	DANIEL	ASSOCIATE PRINC	
VOTING	GARBRECHT	BRANDON	ASSOCIATE PRINC	
VOTING	POST	COLBY	ASSOCIATE PRINC	
VOTING	HAROON	SAIF	ASSOCIATE PRINC	
NONVOTING	DUEHLMEYER	JOSEPH	SR. ASSOCIATE	
VOTING	DYER-CARROLL	STEPHANIE	ASSOCIATE PRINC	
VOTING	VANMIDDLESWORTH	JARED	ASSOCIATE PRINC	
VOTING	LANGAN	KEVIN	ASSOCIATE PRINC	
VOTING	BISHOP	BILL	ASSOCIATE PRINC	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	BIRCH	RUSSELL	ASSOCIATE PRINC	[redacted]
VOTING	LENG	YANLING	ASSOCIATE PRINC	
NONVOTING	ELLIS	DANIEL	SR. ASSOCIATE	
VOTING	GONZALO	GARRETT	ASSOCIATE PRINC	
VOTING	NICHOLS	RUSSELL	ASSOCIATE PRINC	
VOTING	PAYNE	SAM	ASSOCIATE PRINC	
VOTING	KARBEN	JOHN	ASSOCIATE PRINC	
VOTING	HILDRETH	JEFFREY S.	ASSOCIATE PRINC	
VOTING	HRABAK	NICHOLAS	ASSOCIATE PRINC	
VOTING	DUALE	JEFFREY	ASSOCIATE PRINC	
VOTING	JUNE	ADAM	ASSOCIATE PRINC	
VOTING	KEEN	LAUREN	ASSOCIATE PRINC	
VOTING	REIDER	BENJAMIN	ASSOCIATE PRINC	
NONVOTING	KEPIRO	TYLER	SR. ASSOCIATE	
NONVOTING	HALL	JULIA	SR. ASSOCIATE	
VOTING	DOTSON	MATT	ASSOCIATE PRINC	
NONVOTING	KEEN	ALAN	SR. ASSOCIATE	
VOTING	MCCARTY	MICHAEL	ASSOCIATE PRINC	
VOTING	ROBERTSON	PAUL L.	ASSOCIATE PRINC	
VOTING	MAIN	MATTHEW	ASSOCIATE PRINC	
VOTING	SCHAEFERS	LEO	ASSOCIATE PRINC	
VOTING	ARMSTRONG	NICHOLAS	ASSOCIATE PRINC	
VOTING	DESIMONE	GLENN	ASSOCIATE PRINC	
VOTING	MCGHEE	PETER	ASSOCIATE PRINC	
VOTING	MILLER	NATHAN	ASSOCIATE PRINC	
VOTING	KITSMAN	CATHY	ASSOCIATE PRINC	
VOTING	LARSON	DAVID	ASSOCIATE PRINC	
VOTING	SAAVEDRA	ELIUD	ASSOCIATE PRINC	
VOTING	MALIK	OMAR	ASSOCIATE PRINC	
VOTING	KUTCHI	NICHOLAS	ASSOCIATE PRINC	
VOTING	JOHNSON	TILESTON	ASSOCIATE PRINC	
VOTING	BHOITE	SAMEER	ASSOCIATE PRINC	
NONVOTING	DELA CRUZ	CRUZ,ANTOLIN	ASSOCIATE PRINC	
NONVOTING	TRENT	JUSTIN	ASSOCIATE PRINC	
VOTING	CARSNER	MATTHEW	ASSOCIATE PRINC	
VOTING	BALA	TOMASZ	ASSOCIATE PRINC	
VOTING	HICKLES	KELLY	ASSOCIATE PRINC	
VOTING	HOESLY	NATHAN	ASSOCIATE PRINC	
VOTING	JACQUES	NATHANIEL	ASSOCIATE PRINC	
VOTING	POLLEY	ADAM	ASSOCIATE PRINC	
VOTING	SHAW	ANDREW	ASSOCIATE PRINC	
VOTING	WILLIS	ANDERSON	ASSOCIATE PRINC	
NONVOTING	VANCOR	THOMAS J.	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	[redacted]
VOTING	BURKETT	JONATHON	ASSOCIATE PRINC	
NONVOTING	SANDERS	COREY	SR. ASSOCIATE	
NONVOTING	NACHTRAB	ANDREW	SR. ASSOCIATE	
NONVOTING	HANSEN	PAUL	SR. ASSOCIATE	
NONVOTING	BARTLETT	DANIELLE	SR. ASSOCIATE	
NONVOTING	COLSON	BRAD	SR. ASSOCIATE	
NONVOTING	CARLSON	BRADLEY	SR. ASSOCIATE	
NONVOTING	BLACK	DEKE	SR. ASSOCIATE	
NONVOTING	AHILLEN	MICHAEL	SR. ASSOCIATE	
NONVOTING	ABREU	MARIA	SR. ASSOCIATE	
NONVOTING	WALL	STEPHEN	SR. ASSOCIATE	
NONVOTING	OVERMYER	KYLE	SR. ASSOCIATE	
NONVOTING	ARNESON	RUSSELL	SR. ASSOCIATE	
NONVOTING	BEALS	ETHAN M.	SR. ASSOCIATE	
NONVOTING	HEINZ	THOMAS	SR. ASSOCIATE	
NONVOTING	ORAL	SARAH	SR. ASSOCIATE	
NONVOTING	GUZOWSKI	GREGORY	SR. ASSOCIATE	
NONVOTING	WILLIAMS	STEPHEN	SR. ASSOCIATE	
NONVOTING	FREEMAN	TERRY	SR. ASSOCIATE	
NONVOTING	KIRN	CHANNING	SR. ASSOCIATE	
NONVOTING	WAGNER	ROB	SR. ASSOCIATE	
NONVOTING	POSHADEL	ANDY	SR. ASSOCIATE	
NONVOTING	SCARPACE	TONY	SR. ASSOCIATE	
NONVOTING	JACONETTE	MARK	SR. ASSOCIATE	
NONVOTING	ARANT	JEFFREY	SR. ASSOCIATE	
NONVOTING	DEGIGLIO	MICHAEL	SR. ASSOCIATE	
NONVOTING	LAMBERT	BRANDON C.	SR. ASSOCIATE	
NONVOTING	JANIK	RAFAL	SR. ASSOCIATE	
NONVOTING	BOWLING	ALEX	SR. ASSOCIATE	
NONVOTING	DONOGHUE	JOHN	SR. ASSOCIATE	
NONVOTING	HORTON	LINDSAY	SR. ASSOCIATE	
NONVOTING	PRATHER	JOSHUA	SR. ASSOCIATE	
NONVOTING	HUGHEY	LISA	SR. ASSOCIATE	
NONVOTING	TERSOGLIO	FEDERICO	SR. ASSOCIATE	
NONVOTING	BOGUMIL	ERIC	SR. ASSOCIATE	
NONVOTING	LEUBNER	CHRIS	SR. ASSOCIATE	
NONVOTING	ERNZEN	PETER	SR. ASSOCIATE	
NONVOTING	SCHLUNSEN	TODD	SR. ASSOCIATE	
NONVOTING	FEW	JOSHUA	SR. ASSOCIATE	
NONVOTING	BEMIS	SUSAN	SR. ASSOCIATE	
NONVOTING	HENRY	CHRISTOPHER	SR. ASSOCIATE	
NONVOTING	KELLY	KELLEY	SR. ASSOCIATE	
NONVOTING	BILLMAN	BRIAN	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HOPPEL	RUSSELL	SR. ASSOCIATE	[redacted]
NONVOTING	BECKER	BROOKS	SR. ASSOCIATE	
NONVOTING	BIZIOREK	RYAN	SR. ASSOCIATE	
NONVOTING	BUSCH	ERIC	SR. ASSOCIATE	
NONVOTING	GODINA	RICHARD	SR. ASSOCIATE	
NONVOTING	HILL	TYLER	SR. ASSOCIATE	
NONVOTING	OZUSTA	JANELLE	SR. ASSOCIATE	
NONVOTING	MELTON	KURTIS	SR. ASSOCIATE	
NONVOTING	FUGARD	THOMAS	SR. ASSOCIATE	
NONVOTING	HARRES	DARRIN	SR. ASSOCIATE	
NONVOTING	JURAN	STACEY	SR. ASSOCIATE	
NONVOTING	REARDON	PATRICK	ASSOCIATE	
NONVOTING	YEATS	GREG	ASSOCIATE	
NONVOTING	BULLER	APRIL	SR. ASSOCIATE	
NONVOTING	FINCH	BLAKE	ASSOCIATE	
NONVOTING	BLOMQUIST	CHAD	SR. ASSOCIATE	
NONVOTING	GUERRA	JESUS	SR. ASSOCIATE	
NONVOTING	JIANETTE	JON	SR. ASSOCIATE	
NONVOTING	KHOURI	RAMON	SR. ASSOCIATE	
NONVOTING	MERRON	MICHAEL	SR. ASSOCIATE	
NONVOTING	WARCHOL	KYLE	SR. ASSOCIATE	
NONVOTING	WYCOFF	MELISSA	SR. ASSOCIATE	
NONVOTING	URIAS	STEPHEN	SR. ASSOCIATE	
NONVOTING	GERMANO	STEPHEN	SR. ASSOCIATE	
NONVOTING	ABRAHAM	JENNIFER	SR. ASSOCIATE	
NONVOTING	PETROVICH	ZLATKO	SR. ASSOCIATE	
NONVOTING	RICHARDS	PHILLIP	SR. ASSOCIATE	
NONVOTING	FARTHING	JASON	SR. ASSOCIATE	
NONVOTING	WYSE	LESLIE	SR. ASSOCIATE	
NONVOTING	WATKINS	MATTHEW	SR. ASSOCIATE	
NONVOTING	BIDLAKE	JONATHAN	SR. ASSOCIATE	
NONVOTING	GORDON	JOSH	SR. ASSOCIATE	
NONVOTING	ESCHELBACH	EVAN	SR. ASSOCIATE	
NONVOTING	WALSH	RYAN	SR. ASSOCIATE	
NONVOTING	MILLER	BRANDON	SR. ASSOCIATE	
NONVOTING	WATERMAN	SHANE	SR. ASSOCIATE	
NONVOTING	LORE	ALLISON	SR. ASSOCIATE	
NONVOTING	FULTZ	DANIEL	SR. ASSOCIATE	
NONVOTING	LANGE	BRADLEY	SR. ASSOCIATE	
NONVOTING	HIER	KENNETH	SR. ASSOCIATE	
NONVOTING	ARAULLO	ALFONSO	SR. ASSOCIATE	
NONVOTING	JACKSON	KYLE	SR. ASSOCIATE	
NONVOTING	FERRELL	BRANDON	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HAGAN	LAURA	SR. ASSOCIATE	[redacted]
NONVOTING	TAYLOR	DAWN	SR. ASSOCIATE	
NONVOTING	FERGUSON	DAVID	SR. ASSOCIATE	
NONVOTING	GUYNES	CHRISTIAN	SR. ASSOCIATE	
NONVOTING	NIETFELDT	PHILIP	SR. ASSOCIATE	
NONVOTING	XAVA	DEREK	SR. ASSOCIATE	
NONVOTING	CYCHOSZ	JEREMY	SR. ASSOCIATE	
NONVOTING	GAUSE	CHRISTINA	SR. ASSOCIATE	
NONVOTING	ROBERTS	EVAN	SR. ASSOCIATE	
NONVOTING	ROWLAND	QUINN	SR. ASSOCIATE	
NONVOTING	RYAN	MASON	SR. ASSOCIATE	
NONVOTING	SUEK	MATTHEW	SR. ASSOCIATE	
NONVOTING	STEVENSON	MARK B.	SR. ASSOCIATE	
NONVOTING	NISENFELD	MICHAEL	SR. ASSOCIATE	
NONVOTING	WANG	YU	SR. ASSOCIATE	
NONVOTING	BOWMAN	MATTHEW	SR. ASSOCIATE	
NONVOTING	GAWTHORP-CRUSE	CRUSE, T.	SR. ASSOCIATE	
NONVOTING	BEISHIR	BRANDON	SR. ASSOCIATE	
NONVOTING	SEARLES	RYAN	SR. ASSOCIATE	
NONVOTING	KORTZ	JONATHAN	SR. ASSOCIATE	
NONVOTING	COLLIER	MATTHEW	SR. ASSOCIATE	
NONVOTING	DZIENNY	ANDREW	ASSOCIATE	
NONVOTING	TAUBE	MICHAEL	SR. ASSOCIATE	
NONVOTING	VANDENBERG	MICHAEL	SR. ASSOCIATE	
NONVOTING	ZEGEYE	EPHREM K.	SR. ASSOCIATE	
NONVOTING	KRAUSE	KARL	ASSOCIATE	
NONVOTING	SCHRAND	CHAD	ASSOCIATE	
NONVOTING	WHITTED	RYAN	ASSOCIATE	
NONVOTING	PATRICK	STEPHANIE	ASSOCIATE	
NONVOTING	LEONARD	DALE	ASSOCIATE	
NONVOTING	FAIRFAX	SHELLEY	ASSOCIATE	
NONVOTING	ZURO	ALEX	ASSOCIATE	
NONVOTING	VIEIRA	DEREK	ASSOCIATE	
NONVOTING	BOPP	BRIAN	ASSOCIATE	
NONVOTING	ROME	RICK	ASSOCIATE	
NONVOTING	RHOOD	BLAKE	ASSOCIATE	
NONVOTING	PAAP	TIM	ASSOCIATE	
NONVOTING	CHAPPELL	FINN	ASSOCIATE	
NONVOTING	ESPLIN	ROBERT	ASSOCIATE	
NONVOTING	SHERMAN	BRIAN	ASSOCIATE	
NONVOTING	ARREDONDO	MARIO	ASSOCIATE	
NONVOTING	DALEY	MICHAEL	ASSOCIATE	
NONVOTING	KLINE	JOHN	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	BEGLEY	JASON	ASSOCIATE	[redacted]
NONVOTING	GRANT	STEVEN	ASSOCIATE	
NONVOTING	DAGERMAN	JUSTIN	ASSOCIATE	
NONVOTING	SILIUNAS	PAULIUS	ASSOCIATE	
NONVOTING	KRIST	ALEXANDER	ASSOCIATE	
NONVOTING	SPAULDING	RYAN	ASSOCIATE	
NONVOTING	COBAU	SHELLEY	ASSOCIATE	
NONVOTING	STEFFEN	BRIAN	ASSOCIATE	
NONVOTING	BENTLEY	ROBERT	ASSOCIATE	
NONVOTING	EDWARDS	MICHAEL	ASSOCIATE	
NONVOTING	HANSON	ANDREW	ASSOCIATE	
NONVOTING	SPRENGER	JAMIE	ASSOCIATE	
NONVOTING	BOPP	GARY	ASSOCIATE	
NONVOTING	YOO	JEE	ASSOCIATE	
NONVOTING	HEWLETT	NATHAN	ASSOCIATE	
NONVOTING	STEVENS	JUSTIN	ASSOCIATE	
NONVOTING	ANTHONY	HENRY	ASSOCIATE	
NONVOTING	FORSTING	PAUL	ASSOCIATE	
NONVOTING	GONZALEZ	JULIE	ASSOCIATE	
NONVOTING	GOTTSCHALL	CHRIS	ASSOCIATE	
NONVOTING	HAGELSHAW	JULIE	ASSOCIATE	
NONVOTING	LAI	ANTOINE	ASSOCIATE	
NONVOTING	LEWIS	ALEX	ASSOCIATE	
NONVOTING	PAYNE	JOSEPH	ASSOCIATE	
NONVOTING	SQUITIERE	JASON	ASSOCIATE	
NONVOTING	LINDQUIST	JOHN	ASSOCIATE	
NONVOTING	UDDIN	JEFFREY	ASSOCIATE	
NONVOTING	POTZMANN	HANA	ASSOCIATE	
NONVOTING	BERSOFSKY	ANDY	ASSOCIATE	
NONVOTING	CHIU	PATRICIA	ASSOCIATE	
NONVOTING	RICHMOND	KELSEY	ASSOCIATE	
NONVOTING	WHITE	JASON	ASSOCIATE	
NONVOTING	CARATHANASIS	ROBIN	ASSOCIATE	
NONVOTING	DONOVAN	JOSEPH	ASSOCIATE	
NONVOTING	SMITH	KEVIN	ASSOCIATE	
NONVOTING	KELLEY	COLIN	ASSOCIATE	
NONVOTING	HARRISON	JESSICA	ASSOCIATE	
NONVOTING	MCKAY	PAULA	ASSOCIATE	
NONVOTING	SOMWARU	LOMASH	ASSOCIATE	
NONVOTING	YAO	ANGELINE	ASSOCIATE	
NONVOTING	DECKER	CHRISTOPHER	ASSOCIATE	
NONVOTING	JONES	CHRISTOPHER	ASSOCIATE	
NONVOTING	MCDONNELL	JOSEPH	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	LIANG	BEN	ASSOCIATE	[redacted]
NONVOTING	THOMPSON	JAMES	ASSOCIATE	
NONVOTING	BLEUEL	ANDREW	ASSOCIATE	
NONVOTING	SIMS	BRAD	ASSOCIATE	
NONVOTING	PRZESZLOWSKI	ADAM	ASSOCIATE	
NONVOTING	KIESL	ROBERT	ASSOCIATE	
NONVOTING	SIMENTAL	DIANA	ASSOCIATE	
NONVOTING	CONN	ADAM	ASSOCIATE	
NONVOTING	COOK	JOHN	ASSOCIATE	
NONVOTING	ITO	TODD	ASSOCIATE	
NONVOTING	JOHNSON	MICHAEL	ASSOCIATE	
NONVOTING	LANGSTON	DANIEL	ASSOCIATE	
NONVOTING	MANNING	JEFFREY	ASSOCIATE	
NONVOTING	MASTERSON	JENNIFER	ASSOCIATE	
NONVOTING	MCMILLON	JACK	ASSOCIATE	
NONVOTING	MORGAN	JANA	ASSOCIATE	
NONVOTING	RITTENHOUSE	JESSE	ASSOCIATE	
NONVOTING	SOLIS	THERESA	ASSOCIATE	
NONVOTING	VETTING	JEREMY	ASSOCIATE	
NONVOTING	WINZ	JUSTIN	ASSOCIATE	
NONVOTING	BENNETT	JACOB	ASSOCIATE	
NONVOTING	BRACHTENBACH	ZACH	ASSOCIATE	
NONVOTING	O'BRIEN	MEGAN	ASSOCIATE	
NONVOTING	PADGETT	KEITH	ASSOCIATE	
NONVOTING	KOELLNER	MITCHELL	ASSOCIATE	
NONVOTING	AKBARPOUR	HAMED	ASSOCIATE	
NONVOTING	GOVIG	TAMMIE	ASSOCIATE	
NONVOTING	PERSONETTE	MARC	ASSOCIATE	
NONVOTING	STUCHLIK	JUSTIN	ASSOCIATE	
NONVOTING	SPENCER	BRIAN	ASSOCIATE	
NONVOTING	YOUNG	BRADLEY	ASSOCIATE	
NONVOTING	BULL SHOWS	SOLOMON	ASSOCIATE	
NONVOTING	HOBBS	CHRISTOPHER	ASSOCIATE	
NONVOTING	JANSEN	DEREK	ASSOCIATE	
NONVOTING	KRANZLER	JERROD	ASSOCIATE	
NONVOTING	SHOLLA	ALBANO	ASSOCIATE	
NONVOTING	KELLY	TIFFANY	ASSOCIATE	
NONVOTING	FARIAS	JORGE	ASSOCIATE	
NONVOTING	GERHARD	JENNIFER	ASSOCIATE	
NONVOTING	LLEWELLYN	DELLAN	ASSOCIATE	
NONVOTING	MATULIK	SCOTT	ASSOCIATE	
NONVOTING	MISCHKOT	JOHN	ASSOCIATE	
NONVOTING	OBERWEISER	DANIEL	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	PRADO	JACOB	ASSOCIATE	[redacted]
NONVOTING	BOWEN	CLINTON	ASSOCIATE	
NONVOTING	RANGEL	TONY	ASSOCIATE	
NONVOTING	BLOOM	LOGAN	ASSOCIATE	
NONVOTING	CRESPO	JULIO	ASSOCIATE	
NONVOTING	JOHNSON	KARRIE	ASSOCIATE	
NONVOTING	JUTTING	COURTNEY	ASSOCIATE	
NONVOTING	MOORE	MARSHALL	ASSOCIATE	
NONVOTING	ALMANZAN	GILBERT	ASSOCIATE	
NONVOTING	CAREY	SHANE J.	ASSOCIATE	
NONVOTING	CLARK	KATHERINE	ASSOCIATE	
NONVOTING	NOOR	SUHALE	ASSOCIATE	
NONVOTING	BARBER	RAYMOND	ASSOCIATE	
NONVOTING	CONNAWAY	TRAVIS	ASSOCIATE	
NONVOTING	DYCE	TAMMY	ASSOCIATE	
NONVOTING	HALL	MITCHEL	ASSOCIATE	
NONVOTING	GRANT	STEVEN P.	ASSOCIATE	
NONVOTING	MEYER	BRAD	ASSOCIATE	
NONVOTING	SOTO	LUIS	ASSOCIATE	
NONVOTING	WALZ	THOMAS	ASSOCIATE	
NONVOTING	ALVARADO	LIREXI	ASSOCIATE	
NONVOTING	ANDERSON	JULIE	ASSOCIATE	
NONVOTING	BLANKENSHIP	SCOTT	ASSOCIATE	
NONVOTING	HAYES	BENJAMIN	ASSOCIATE	
NONVOTING	LOVO	JOAQUIN	ASSOCIATE	
NONVOTING	STOLL	ISAAC	ASSOCIATE	
NONVOTING	AVILES	AURELIO	ASSOCIATE	
NONVOTING	BALKEMA	KIMBERLY	ASSOCIATE	
NONVOTING	BAUMEISTER	TRENT	ASSOCIATE	
NONVOTING	BIGDELI	SHAYAN	ASSOCIATE	
NONVOTING	BORCHERT	SCOTT	ASSOCIATE	
NONVOTING	CHAN	ANDY	ASSOCIATE	
NONVOTING	CLINTON	PAUL	ASSOCIATE	
NONVOTING	COLLIER	RON J.	ASSOCIATE	
NONVOTING	CUBERO	JONELLE	ASSOCIATE	
NONVOTING	EZMAN	AUSTIN	ASSOCIATE	
NONVOTING	FEIHEL	STEVEN	ASSOCIATE	
NONVOTING	FORTE	ANDRE P.	ASSOCIATE	
NONVOTING	GERAGE	PATRICIA	ASSOCIATE	
NONVOTING	GILLESPIE	JULI	ASSOCIATE	
NONVOTING	GOLDBERG	REBECCA	ASSOCIATE	
NONVOTING	GORMLEY	JOSH M.	ASSOCIATE	
NONVOTING	HANSON	TARYN	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HE	JOYCE	ASSOCIATE	[redacted]
NONVOTING	HOANG	MATTHEW V.	ASSOCIATE	
NONVOTING	JAGODA	DONALD P.	ASSOCIATE	
NONVOTING	JEPPESEN	GREG	ASSOCIATE	
NONVOTING	KOROUEI	FARZAD	ASSOCIATE	
NONVOTING	KURBATOVA	VICTORIA	ASSOCIATE	
NONVOTING	LAMARCA	LUKE	ASSOCIATE	
NONVOTING	LEE	SUZIE H.	ASSOCIATE	
NONVOTING	LINK	SARA	ASSOCIATE	
NONVOTING	LIU	LAURA	ASSOCIATE	
NONVOTING	MAYER	KAYNER	ASSOCIATE	
NONVOTING	MCCOY	THOMAS JOHN	ASSOCIATE	
NONVOTING	MILLER	JACOB	ASSOCIATE	
NONVOTING	MOSKAL	JOSEPH	ASSOCIATE	
NONVOTING	O'CONNOR	CLAIRE	ASSOCIATE	
NONVOTING	ORLANDO	LENORE	ASSOCIATE	
NONVOTING	PAN	MARK	ASSOCIATE	
NONVOTING	PEREZ	LUIS A.	ASSOCIATE	
NONVOTING	POLI	CHRIS D.	ASSOCIATE	
NONVOTING	POLLICINO	DAVID	ASSOCIATE	
NONVOTING	RAUBER	MARK	ASSOCIATE	
NONVOTING	RAYMOND	MICHAEL J.	ASSOCIATE	
NONVOTING	SCHAEPERKOETTER	STEVE	ASSOCIATE	
NONVOTING	SHELBY	JENNIFER	ASSOCIATE	
NONVOTING	SIEBER	WALTER	ASSOCIATE	
NONVOTING	SINKA	LASZLO	ASSOCIATE	
NONVOTING	SKRELJA	MARINA	ASSOCIATE	
NONVOTING	SMITH	CASEY	ASSOCIATE	
NONVOTING	SMITH	KYLE	ASSOCIATE	
NONVOTING	SWANSON	ALAN	ASSOCIATE	
NONVOTING	TEPPER	DAVID	ASSOCIATE	
NONVOTING	WARE	JENNIFER	ASSOCIATE	
NONVOTING	WILKINSON	ROBERT	ASSOCIATE	
NONVOTING	WITCOSKI	JILL	ASSOCIATE	
NONVOTING	ZACCARELLI	ALINA E.	ASSOCIATE	
NONVOTING	ZAVOROTNAYA	NADEJDA	ASSOCIATE	
NONVOTING	DIZDAREVIC	SENKO	ASSOCIATE	
NONVOTING	BOLEN	FRED	ASSOCIATE	
NONVOTING	CAUDILL	CHRISTINE	ASSOCIATE	
NONVOTING	CROOK	MEGAN	ASSOCIATE	
NONVOTING	ESHELMAN	ROBERT	ASSOCIATE	
NONVOTING	HILLING	JOSHUA	ASSOCIATE	
NONVOTING	INAMDAR	MASOOD	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	REID	MARTIN	ASSOCIATE	[redacted]
NONVOTING	SMART	MATTHEW	ASSOCIATE	
NONVOTING	TONG	WAI-KIN	ASSOCIATE	
NONVOTING	VASQUEZ	MICHAEL	ASSOCIATE	
NONVOTING	ABRO	MARSHA	ASSOCIATE	
NONVOTING	AMADOR	MICHAEL	ASSOCIATE	
NONVOTING	BARBER	LAURA	ASSOCIATE	
NONVOTING	BLACKBURN	JASON	ASSOCIATE	
NONVOTING	BRAZIER	PAUL	ASSOCIATE	
NONVOTING	BURNETT	KAITLIN	ASSOCIATE	
NONVOTING	COOPER	TANNER	ASSOCIATE	
NONVOTING	DAIGLE	BRANDON	ASSOCIATE	
NONVOTING	DELCIOTTO	CHRISTIE	ASSOCIATE	
NONVOTING	DELOUIS	TONY	ASSOCIATE	
NONVOTING	EJOFODOMI	RUKEME	ASSOCIATE	
NONVOTING	ENGLE	CRAIG	ASSOCIATE	
NONVOTING	FAIRFAX	TONY	ASSOCIATE	
NONVOTING	FENG	YUMING LISA	ASSOCIATE	
NONVOTING	GROH	EDWARD	ASSOCIATE	
NONVOTING	HILDERBRAND	MICHAEL	ASSOCIATE	
NONVOTING	JALALISENDI	MEHRAN	ASSOCIATE	
NONVOTING	JOHNSON	KATRINA	ASSOCIATE	
NONVOTING	KOCIAN	SCOTT	ASSOCIATE	
NONVOTING	LOVELACE	JACOB	ASSOCIATE	
NONVOTING	MALCOLM	MATT	ASSOCIATE	
NONVOTING	MARSHALL	JOEL	ASSOCIATE	
NONVOTING	PELIKAN	MARY	ASSOCIATE	
NONVOTING	POTTS	DORIAN	ASSOCIATE	
NONVOTING	RENDON	JESUS	ASSOCIATE	
NONVOTING	RIESSELMAN	ERIK	ASSOCIATE	
NONVOTING	RINEHART	NORMAN	ASSOCIATE	
NONVOTING	ROWLEY	NATE	ASSOCIATE	
NONVOTING	RYAN	AMANDA	ASSOCIATE	
NONVOTING	RYAN	PATRICK	ASSOCIATE	
NONVOTING	SCHAEFERS	KAREN	ASSOCIATE	
NONVOTING	SHAW	LINNEA	ASSOCIATE	
NONVOTING	SHELBY	BLAKE	ASSOCIATE	
NONVOTING	SHERIDAN	CHELSEY	ASSOCIATE	
NONVOTING	STARKS	SHANE	ASSOCIATE	
NONVOTING	STERN	MATTHEW	ASSOCIATE	
NONVOTING	TYSMA	HEATHER	ASSOCIATE	
NONVOTING	WILHELM	RYAN	ASSOCIATE	
NONVOTING	YOUNG	ROBERT	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	BROCKHAUS	HANNAH	ASSOCIATE	[redacted]
NONVOTING	PEACE	BRITTNEY	ASSOCIATE	
NONVOTING	ROBERTSON	SCOTT	ASSOCIATE	
NONVOTING	ADAMS	ROBERT M.	ASSOCIATE	
NONVOTING	ALAGNA	JASON	ASSOCIATE	
NONVOTING	ANDERLIK	MICHAEL	ASSOCIATE	
NONVOTING	ARMSTRONG	ANN	ASSOCIATE	
NONVOTING	BAYS	JEFF	ASSOCIATE	
NONVOTING	BETCHER	KATHERINE	ASSOCIATE	
NONVOTING	BLACK	LESLIE	ASSOCIATE	
NONVOTING	BONNES	AUSTIN	ASSOCIATE	
NONVOTING	BREHER	PATRICIA	ASSOCIATE	
NONVOTING	BURNS	KAREN	ASSOCIATE	
NONVOTING	CARR	ERIC	ASSOCIATE	
NONVOTING	CATUCCI	KERRINE	ASSOCIATE	
NONVOTING	CAVEY	BENJAMIN	ASSOCIATE	
NONVOTING	DARNELL	TYLER	ASSOCIATE	
NONVOTING	DECKER	ANDREW	ASSOCIATE	
NONVOTING	DEPPEN	CAMERON	ASSOCIATE	
NONVOTING	DOWDELL	JULIE	ASSOCIATE	
NONVOTING	EDWARDS	DEANNA	ASSOCIATE	
NONVOTING	ERLENBUSCH	SCOTT	ASSOCIATE	
NONVOTING	FLECK	PAUL	ASSOCIATE	
NONVOTING	GAGNON	CAMERON	ASSOCIATE	
NONVOTING	GARCIA	JAKIMA	ASSOCIATE	
NONVOTING	GIBSON	JAMES	ASSOCIATE	
NONVOTING	HARGRAVE	KEVIN	ASSOCIATE	
NONVOTING	HARMON	KEATON	ASSOCIATE	
NONVOTING	HELLERSTEDT	TIFFANY	ASSOCIATE	
NONVOTING	HOSKINS	CASE	ASSOCIATE	
NONVOTING	JACOBSON	RORY	ASSOCIATE	
NONVOTING	JOHNSON	STEVEN	ASSOCIATE	
NONVOTING	KEISER	BRIAN	ASSOCIATE	
NONVOTING	KENNERLY	TRAE	ASSOCIATE	
NONVOTING	LAUREANO	ROBERT	ASSOCIATE	
NONVOTING	LAWRENCE	TIMOTHY	ASSOCIATE	
NONVOTING	MAKI	WILLIAM	ASSOCIATE	
NONVOTING	MANISCALCO	MATTHEW	ASSOCIATE	
NONVOTING	MORA	RANDY	ASSOCIATE	
NONVOTING	MORRIS	LOREN	ASSOCIATE	
NONVOTING	NAJARRO	ROGELIO	ASSOCIATE	
NONVOTING	NASH	JAMES	ASSOCIATE	
NONVOTING	NELSON	TROY	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	OSMULSKI	ERIC	ASSOCIATE	
NONVOTING	PAVLAS	LESLY	ASSOCIATE	
NONVOTING	RASMUSSEN	HANS	ASSOCIATE	
NONVOTING	SCHNEIDER	LUCAS	ASSOCIATE	
NONVOTING	SMITH	CHAD	ASSOCIATE	
NONVOTING	TECZA	ADAM	ASSOCIATE	
NONVOTING	TERHALL	NICHOLAS	ASSOCIATE	
NONVOTING	THORSON	SHAWN	ASSOCIATE	
NONVOTING	TWITTY	MONIQUE	ASSOCIATE	
NONVOTING	WASAY	ASRAR	ASSOCIATE	
NONVOTING	WAYLAND	STEPHEN	ASSOCIATE	
NONVOTING	WHALEN	RYAN	ASSOCIATE	
NONVOTING	WILDT	JEFFREY	ASSOCIATE	

ENGINEERING EXCELLENCE AWARDS



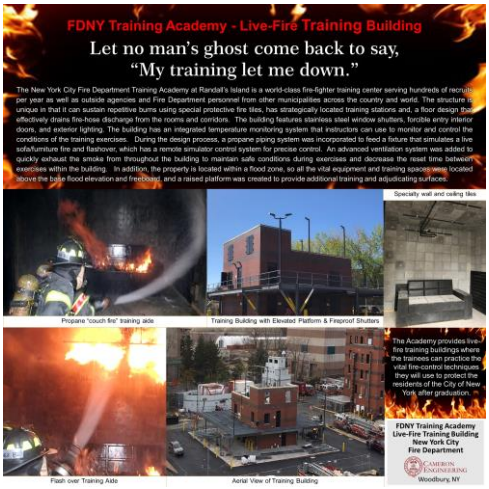
11 Park Drive
2023 ACEC NY Engineering Excellence
Silver



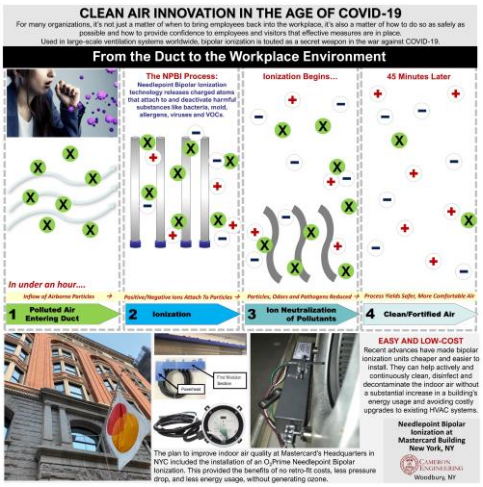
The Greenwich Hotel, Tribeca, NY
2023 ACEC NY Engineering Excellence
Gold



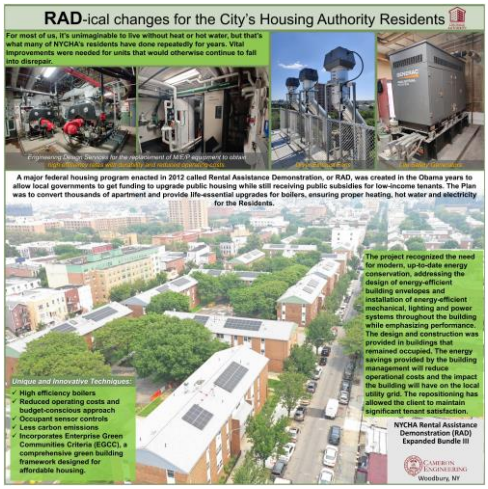
Sisters of St. Joseph - Innovative/Alternative Wastewater Treatment Systems
2023 ACEC NY Engineering Excellence
Silver



FDNY Training Academy Live-Fire Training Bldg.
2022 ACEC NY Engineering Excellence
Diamond



Needlepoint Bipolar Ionization System Engineering Services for Mastercard
2022 ACEC NY Engineering Excellence
Platinum



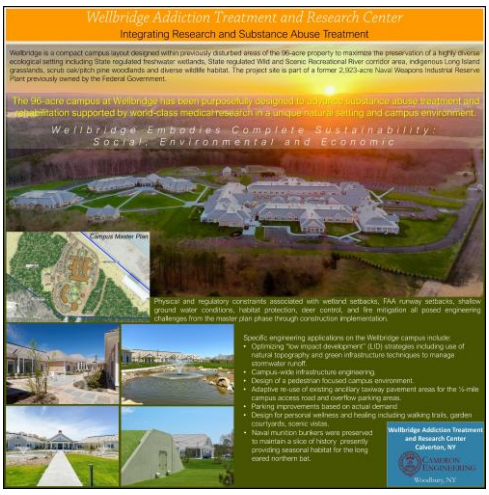
NYCHA Rental Assistance Demonstration (RAD) Expanded Bundle III
2022 ACEC NY Engineering Excellence
Gold



Water Quality Improvements at Gerry Pond Park
2022 ACEC NY Engineering Excellence
Gold



Ronkonkoma Hub Sanitary Pump Station and Force Main Piping
2021 ACEC NY Engineering Excellence
Diamond



Wellbridge Addiction Treatment & Research Ctr
2021 ACEC NY Engineering Excellence
Gold

CAMERON ENGINEERING
an IMEG company

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	IMEG CONSULTANTS CORP.
DOS ID Number:	[redacted]
Entity Type:	DOMESTIC BUSINESS CORPORATION
Entity Status:	EXISTING
Date of Initial Filing with DOS:	02/16/1910
Effective Date:	09/04/2025
Statement Status:	Current
Statement Due Date:	02/29/2028

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 21, 2026 at 02:10 P.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100010118635 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE EDUCATION DEPARTMENT

EACH CORPORATION LAWFULLY PRACTICING THE PROFESSION INDICATED HEREON MUST CONSPICUOUSLY DISPLAY THIS CERTIFICATE IN ITS PRINCIPAL OFFICE AT ALL TIMES AS AUTHORITY TO PRACTICE DURING THE CURRENT PERIOD
(In the event of a change of address return this certificate for correction)

THIS IS TO CERTIFY THAT

IMEG CONSULTANTS CORP
623 26TH AVENUE
ROCK ISLAND IL 61201-0000

HAVING MET THE STATUTORY REQUIREMENTS OF THE STATE OF NEW YORK IS REGISTERED FOR THE PRACTICE OF PROFESSIONAL ENGINEERING

Triennium Ends: October 31, 2027

Serial No. 99076

Signature of Chief Executive Officier

COMMISSIONER OF EDUCATION

Read instructions on reverse side

ENGINEERING, PLANNING, CONSULTING

We are **IMEG**.



IMEG

Leaders in **engineering** and **innovation**.

IMEG has built a global reputation for engineering high-performance buildings and infrastructure using forward-thinking solutions.

Delivering the broad expertise of a national leader with the personal relationships and deep collaboration of a local firm, you'll never have to worry about us forgetting our roots. No matter the size of your project, you'll always get the personal touch you deserve.

We believe that together we create positive outcomes for people, communities, and our planet.

LET'S GET YOU THERE.

Grow.



IMEG

WHO WE ARE.

Putting people at the center of **who we are**.





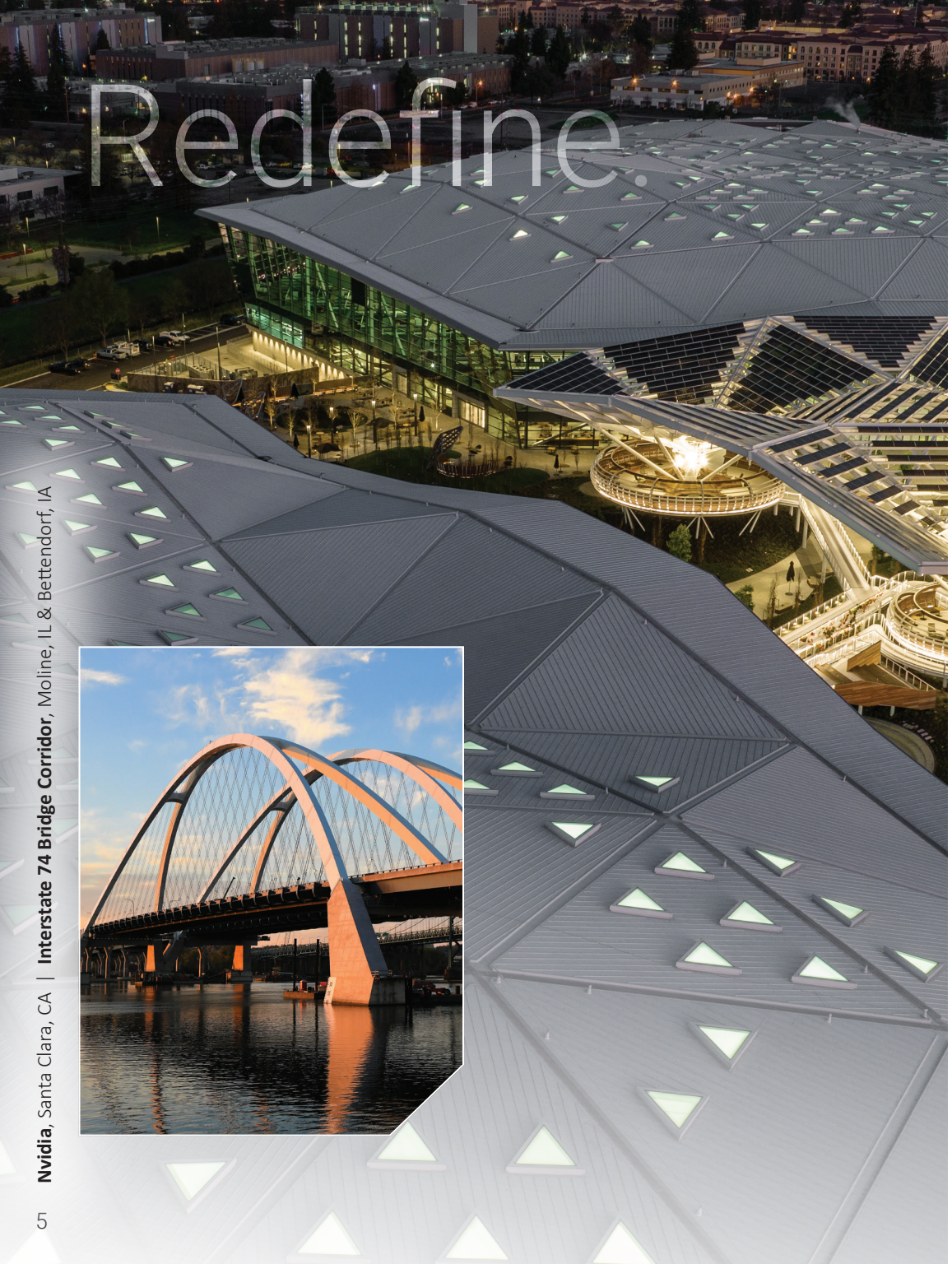
As a 100% employee-owned company, we recognize that our extremely talented team is our biggest asset. For us, people-centered engineering is about more than the people we serve. It requires a culture of fully engaged employees, too. We've worked hard to create that culture and the end result is precision and passion for your projects with tangible results.

We think beyond the realm of possibility. We are empowered. We can dream. We can do.

WE ARE IMEG.



Rockford Public Library, Rockford, IL
ACEC Illinois 2025 Engineering Excellence Honor Award & Judges Choice Award
ACEC 2025 Engineering Excellence National Recognition Award
SEAOI 2025 Excellence in Structural Engineering Award Finalist



Nvidia, Santa Clara, CA | **Interstate 74 Bridge Corridor**, Moline, IL & Bettendorf, IA

HOW WE SERVE.

We're building more than projects that **define industries**.

Our work prioritizes performance and efficiency, and our team is equipped to handle full-service engineering, planning, and consulting projects of all sizes and complexities. Whether developing fresh ideas for sustainability, optimizing facility performance, or handling intricate regulatory requirements, we utilize our expertise to advance your environments.

Our market-sector-focused teams allow our engineers to specialize and gain niche expertise in your unique, evolving market. Project types like manufacturing plants, laboratories, roads and bridges, student unions, and bed towers, and markets like healthcare, education, housing, and many more — we're here for all of them.

IMEG

WHAT WE VALUE.

Respecting tomorrow with what we build **today**.

We are passionate about people and engineering, but we are also passionate about the planet. We strive to inspire a sustainable future through an innovative and transformative project approach. We are committed to educating and collaborating across disciplines to create long-lasting design solutions that reduce carbon emissions and benefit generations to come.

Not only have we integrated our sustainable stewardship within our design work, we have incorporated environmentally friendly policies and practices into our organization — policies that promote energy, water and carbon emissions conservation, along with waste reduction.



Denver Water Operations Complex, Denver, CO | **Arizona State University**, Tempe, AZ

Collaborate.



NASA Mobile Launch Tower, Cape Canaveral, FL | **One Campus Martius**, Detroit, MI

HOW WE WORK.

Our process is deeply personal **(as it should be)**.

At IMEG, we believe you shouldn't have to choose between your desires and must-haves. Our proactive quality control process continues throughout each project's design. Our collaborative approach values client relationships, national expertise, and employee engagement, regardless of delivery method. We own the coordination between our disciplines and all sub-consultants, which means we own any challenges that arise, too. The result is high-caliber, results-driven work that transforms environments and communities.

IMEG

WHY WE'RE HERE.

Why choose IMEG?





We've earned hundreds of awards and top industry honors. But more than anything, we share in your passion for informed, healthy, efficient buildings and reliable infrastructure. IMEG's goal is to be an extension of your team, a collaborator from concept through consumption as a design partner and owner advocate.

We don't just work where you live. Your community is our community. Our deep, local connections give us the insight we need to understand where you come from, all while expertly navigating regulatory and teaming challenges for even the most complex projects.



If you made it this far, you're clearly searching for **the right partner**.

LET'S GET YOU THERE.

Emory University, Atlanta, GA | **GroupM Headquarters – 3WTC**, New York City, NY
St. Joseph Regional Medical Center Operating Room, Mishawaka, IN



Wintrust Arena at McCormick Place, Chicago, IL

Building Design:
Engineering & Planning
Structural Engineering
MEP / FP Engineering
Technology Design
Security Design & Engineering
Acoustics & Noise Control
Architectural Lighting
Medical Equipment Planning
Parking Design & Planning

Sustainability & Energy Solutions
Daylighting
Decarbonization Planning
CFD
Energy Modeling
Embodied Carbon Services
LEED, WELL, PHIUS Certification
Net Zero Consulting
Rapid Performance Modeling
Renewable Energy Assessments
Total Carbon Analysis

Building Performance
Commissioning
Retro-Commissioning
Monitored-based Commissioning
Building Performance Optimization

Process Engineering
Automation & Controls
Chemical Process
Silo Inspection & Design
Bulk Processing

Infrastructure:
Design & Planning
Civil / Municipal Engineering
Land Surveying & Development
Transportation Engineering
Bridge Design & Inspection
Water / Wastewater Engineering
Environmental Services
Wetland Delineation & Mitigation
Materials Testing & Inspection
Construction Observation
Bathymetric Surveys
GIS Planning & Implementation
Subsurface Utility Engineering
Reality Capture Services

Urban Design, Planning, & Engagement
Transportation Planning
Urban Design
Landscape Architecture
Site Planning
Environmental Planning
Environmental Permitting & Design Support
Community Planning
Engagement
Strategic Advisory Services

Consulting & Advisory Services
Building Intelligence & Integration
Technology Advisory Services
Healthcare Information Technology
Security Design Consulting & CPTED
Lighting Procurement

IMEG

#WeAreIMEG



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: Daniel John Huntington
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 623 26th Avenue

City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
Country US
Telephone: 3097880673

Other present address(es):

City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
Country: US
Telephone: 3097880673

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	01/01/2001
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	05/01/2018		
(Other)			

Type Other
Description Engineer
Start Date 04/30/1997

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel John Huntington , 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, Daniel John Huntington , 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.

IMEG Consultants Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel John Huntington DANIEL.J.HUNTINGTON@IMEGCORP.COM

Vice President

Title

05/14/2026 03:10:31 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: John Wilczynski
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 8900 Keystone Crossing, Suite 210
City: Indianapolis State/Province/ Territory: IN Zip/Postal Code: 46240
Country US
Telephone: 3175806900

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	05/04/2012
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/03/2022		
(Other)			

Type Other
Description Board Member
Start Date 05/07/2026

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John Wilczynski , 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, John Wilczynski , 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

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IMEG Consultants Crop

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Wilczynski JOHN.D.WILCZYNSKI@IMEGCORP.COM

Executive Vice President

Title

05/15/2026 03:48:40 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: Karen Guest
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue

   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
   Country US
   Telephone: 3098072481

   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		Secretary	04/03/2023
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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?
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YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Karen Guest , 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, Karen Guest , 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.

IMEG Consultants Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Karen Guest OFFICEOFTHECLO@IMEGCORP.COM

Chief Legal Officer

Title

05/18/2026 10:45:41 am

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: Michael Zorich
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue
   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
   Country US
   Telephone: 3097880673

   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		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Chief Operating Officer
   Description:
   Start Date: 05/09/2023

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Zorich , 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, Michael Zorich , 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.

IMEG Consultants Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Zorich OFFICEOFTHECOO@IMEGCORP.COM

COO

Title

03/04/2026 10:35:56 am

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: Paul VanDuyne
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue
   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
   Country US
   Telephone: 3097880673

   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	12/31/2003	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	12/31/2003	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Paul VanDuyne , 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, Paul VanDuyne , 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.

IMEG Consultants Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul VanDuyne OFFICEOFTHECEO@IMEGCORP.COM

CEO

Title

03/04/2026 10:40:20 am

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: Paul Parry
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue
   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61265
   Country US
   Telephone: (309) 793-3419

   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	12/31/2016
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	12/31/2016		
(Other)			

Type Other
Description Vice Chair
Start Date 04/03/2023

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
[redacted]

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Paul E. Parry , 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, Paul E. Parry , 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.

IMEG Consulting Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul E. Parry PAUL.E.PARRY@IMEGCORP.COM

Executive Vice President

Title

03/09/2026 10:04:19 am

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: Roland Pulley
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue
   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
   Country US
   Telephone: 3097880673

   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		Secretary	
Chief Financial Officer	12/04/2017	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Roland Pulley , 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, Roland Pulley , 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.

IMEG Consultants Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roland Pulley OFFICEOFTHECFO@IMEGCORP.COM

CFO

Title

03/04/2026 10:31:35 am

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: Patrick David Eikenberry
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 623 26th Avenue
   City: Rock Island State/Province/ Territory: IL Zip/Postal Code: 61201
   Country US
   Telephone: 3092831480

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country: US
   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	05/01/2017
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	05/01/2017		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Patrick D. Eikenberry , 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, Patrick D. Eikenberry , 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.

IMEG Consultants Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Patrick D. Eikenberry PATRICK.D.EIKENBERRY@IMEGCORP.COM

Executive Vice President

Title

05/20/2026 12:11:32 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: IMEG Consultants Corp

Address: 623 26th Ave

City: Rock Island State/Province/Territory: IL Zip/Postal Code: 61201

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) 100% Employee Owned Corporation

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):

First Name	Patrick				
Last Name	Eikenberry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	Vice President				

First Name	Karen				
Last Name	Guest				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	Chief Legal Officer				

First Name	Roland
Last Name	Pulley
MI	Suffix

Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	CFO				

First Name	John				
Last Name	Wilczynski				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	Vice President				

First Name	Dan				
Last Name	Huntington				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	Vice President				

First Name	Michael				
Last Name	Zorich				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	COO				

First Name	Paul				
Last Name	Parry				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201

Country	US
Position	Vice Chair

First Name	Paul				
Last Name	VanDuyne				
MI		Suffix			
Address	623 26th Avenue				
City	Rock Island	State/Province/ Territory:	IL	Zip/Postal Code:	61201
Country	US				
Position	CEO				

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.

Please see attached

1 File(s) uploaded: IMEG SL-2026.pdf

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.

Please see attached

1 File(s) uploaded: Entity Chart 5.26.pdf

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 [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Jessica Harrison [JESSICA.M.HARRISON@IMEGCORP.COM]

Dated: 05/18/2026 10:12:18 am

Title: Legal Manager

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

IMEG Consultants Corp

Shareholder List as of 03.26

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
ESOP	ESOP	IMEG CORP.	ESOP - IMEG	[redacted]
VOTING	VANDUYNE	PAUL D.	EXECUTIVE PRINC	
VOTING	PARRY	PAUL	EXECUTIVE PRINC	
VOTING	GHARIBANS	EDMOND	EXECUTIVE PRINC	
VOTING	LUCY	STEVE	EXECUTIVE PRINC	
VOTING	MELROY	DAVID	EXECUTIVE PRINC	
VOTING	CAMERON	JOHN	EXECUTIVE PRINC	
VOTING	ZINK	BILL	EXECUTIVE PRINC	
VOTING	PARKER	KERRY	EXECUTIVE PRINC	
VOTING	RHOADES	STEVE	EXECUTIVE PRINC	
VOTING	SMITH	JEFFREY	EXECUTIVE PRINC	
VOTING	HARMAN	KIRK	EXECUTIVE PRINC	
VOTING	WILCZYNSKI	JOHN	EXECUTIVE PRINC	
VOTING	ZORICH	MICHAEL	MANAGING PRINC	
VOTING	HUNTINGTON	DANIEL	EXECUTIVE PRINC	
VOTING	EIKENBERRY	PAT	EXECUTIVE PRINC	
VOTING	WALSH	MICHAEL P.	MANAGING PRINC	
VOTING	HODGE	BILL	MANAGING PRINC	
VOTING	KNIGHT	BRIAN	MANAGING PRINC	
VOTING	CARPENTER	JEFFREY	MANAGING PRINC	
VOTING	MELSON	BRIAN	MANAGING PRINC	
VOTING	SUMMER	KEITH	MANAGING PRINC	
VOTING	DOLAND	HARLAN	MANAGING PRINC	
VOTING	OKAJIMA	ROBERT	MANAGING PRINC	
VOTING	NASR	ATHANACIOS	MANAGING PRINC	
VOTING	HOLBERT	JOHN	MANAGING PRINC	
VOTING	VANDENBROUCKE	ERIC	MANAGING PRINC	
VOTING	THIELEN	ANDREW	MANAGING PRINC	
VOTING	PEARCE	LINCOLN	MANAGING PRINC	
VOTING	BATEMAN	TERROL	MANAGING PRINC	
VOTING	WEBER	DOUG	MANAGING PRINC	
VOTING	NICHOLSON	TODD	MANAGING PRINC	
VOTING	SMITH	STUART	MANAGING PRINC	
VOTING	CAMPAGNA	SCOTT	MANAGING PRINC	
VOTING	MOE	ERIC	SR. PRINCIPAL	
VOTING	WATTS	CRAIG	SR. PRINCIPAL	
VOTING	KMIECIK	RICK	SR. PRINCIPAL	
VOTING	MELROY	KEVIN	SR. PRINCIPAL	
VOTING	PULLEY	ROLAND	SR. PRINCIPAL	
VOTING	SITTON	DOUGLAS	SR. PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	POPE	KEVIN	SR. PRINCIPAL	[redacted]
VOTING	FELLMAN	JOHN	SR. PRINCIPAL	
VOTING	HOWE	SHIRLEY	SR. PRINCIPAL	
VOTING	NAJARIAN	EDWIN	SR. PRINCIPAL	
VOTING	TORREGROSSA	MARIO	SR. PRINCIPAL	
VOTING	LABISSONIERE	TIM	SR. PRINCIPAL	
VOTING	FERZACCA	NICK	SR. PRINCIPAL	
VOTING	LAWLESS	MICHAEL	SR. PRINCIPAL	
VOTING	SHULMAN	MARK	SR. PRINCIPAL	
VOTING	GHARAMTI	ALI	SR. PRINCIPAL	
VOTING	WINTER	ROBERT	SR. PRINCIPAL	
VOTING	STORY	CHRIS	SR. PRINCIPAL	
VOTING	BELLON	MARK A.	SR. PRINCIPAL	
VOTING	CAMERON	ENGINEERING	EXECUTIVE PRINC	
VOTING	BRENTON	JONATHAN	SR. PRINCIPAL	
VOTING	CORBETT	MICHAEL	SR. PRINCIPAL	
VOTING	OKE	JEFFREY	SR. PRINCIPAL	
VOTING	ALTES	KELLY	MANAGING PRINC	
VOTING	HOLDORF	JASON	SR. PRINCIPAL	
VOTING	KITCHEN	MICHAEL	SR. PRINCIPAL	
VOTING	HAMI	ALI	SR. PRINCIPAL	
VOTING	DELPAPA	JAMES	SR. PRINCIPAL	
VOTING	WHITNEY	DAVID	SR. PRINCIPAL	
VOTING	GARG	ARUN	SR. PRINCIPAL	
VOTING	GOFF	KEVIN R.	SR. PRINCIPAL	
VOTING	ROLESON	WILLIAM	SR. PRINCIPAL	
VOTING	VANCOR	JOHN	SR. PRINCIPAL	
VOTING	KAPPELER	JAMES	SR. PRINCIPAL	
VOTING	RILEY	KAY	SR. PRINCIPAL	
VOTING	COTHARN	KRISTINE	SR. PRINCIPAL	
VOTING	STOUT	COREY	SR. PRINCIPAL	
VOTING	PINKERTON	BRANDON	SR. PRINCIPAL	
VOTING	WITT	MARTIN	SR. PRINCIPAL	
VOTING	BARKER	KRIS	SR. PRINCIPAL	
VOTING	LEAVITT	BRIAN	SR. PRINCIPAL	
VOTING	HAMMER	STEVE	SR. PRINCIPAL	
VOTING	TANENBAUM	DAVID	SR. PRINCIPAL	
VOTING	GLADSTONE	WALLACE	SR. PRINCIPAL	
VOTING	URBANEK	KENNETH	SR. PRINCIPAL	
VOTING	WEISIGER	DANIEL	SR. PRINCIPAL	
VOTING	LYNSKEY	GERARD	SR. PRINCIPAL	
VOTING	PARRA	PHILLIP I.	SR. PRINCIPAL	
VOTING	GUEST	KAREN	SR. PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	BRICKNER	DARYL	SR. PRINCIPAL	[redacted]
VOTING	MONKS	TILDEN	SR. PRINCIPAL	
VOTING	LYNCH	ANNA	SR. PRINCIPAL	
VOTING	FOLEY	MOLLY	SR. PRINCIPAL	
VOTING	HAMILTON	LEWIS	SR. PRINCIPAL	
VOTING	MEYER	GREG	SR. PRINCIPAL	
VOTING	PFLIPSEN	DAVID	SR. PRINCIPAL	
VOTING	SOUDAGAR	SURAJ	SR. PRINCIPAL	
VOTING	IGNACIO	NESTOR	SR. PRINCIPAL	
VOTING	WASHINGTON	KEVIN	SR. PRINCIPAL	
VOTING	HEACOCK	JOSHUA	SR. PRINCIPAL	
VOTING	INGHRAM	DAVID	SR. PRINCIPAL	
VOTING	HUMBLE	DARYL	SR. PRINCIPAL	
VOTING	REINSCH	ERIC	SR. PRINCIPAL	
VOTING	PIERSON	BRANDON	SR. PRINCIPAL	
VOTING	WARNER	DAVID	SR. PRINCIPAL	
VOTING	JUDY	JUSTIN	PRINCIPAL	
VOTING	WIERCINSKI	SCOTT	SR. PRINCIPAL	
VOTING	LEBLANC	CHARLES	PRINCIPAL	
VOTING	JACOBSON	MATTHEW J.	PRINCIPAL	
VOTING	WELCH	MICHAEL	PRINCIPAL	
VOTING	HATCH	ROBERT	PRINCIPAL	
VOTING	NELSON	KIRK	PRINCIPAL	
VOTING	CASPERSON	BRETT	PRINCIPAL	
VOTING	LYON	RONALD	SR. PRINCIPAL	
VOTING	FORTIER	BRANDON	PRINCIPAL	
VOTING	HEIDENREICH	HEATHER	PRINCIPAL	
VOTING	COSTELLO	JOHN	PRINCIPAL	
VOTING	HENDERSON	ERIC	PRINCIPAL	
VOTING	YOUNG	BRADICK	PRINCIPAL	
VOTING	COSENZA	LEA	PRINCIPAL	
VOTING	MASSEY	MIKE	PRINCIPAL	
VOTING	DEHAVEN	JOEL	SR. PRINCIPAL	
VOTING	BLASKOVICH	SUSAN	PRINCIPAL	
VOTING	HAFFKE	MINDY	PRINCIPAL	
VOTING	CALLENDER	KATHRYN	PRINCIPAL	
VOTING	LUBRANO	CHRISTIAN	PRINCIPAL	
VOTING	HENNEKE	MARKUS	PRINCIPAL	
VOTING	BRADEN	STUART G.	PRINCIPAL	
VOTING	SAVOY	SHANE	PRINCIPAL	
VOTING	BLAND	MALCOLM D.	PRINCIPAL	
VOTING	CHAMBERLAIN	CRAIG	PRINCIPAL	
VOTING	FILLMORE	CHRIS	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	SPYCHALA	SETH D.	PRINCIPAL	[redacted]
VOTING	MEYER	MATTHEW	PRINCIPAL	
VOTING	STRASENBURGH	ALEX	PRINCIPAL	
VOTING	VANBENSCHOTEN	SUSAN	PRINCIPAL	
VOTING	KAST	DAVID E.	PRINCIPAL	
VOTING	SAMBOLT	JASON	PRINCIPAL	
VOTING	STOERGER	ERIC	PRINCIPAL	
VOTING	LIVINGSTON	KENNETH	PRINCIPAL	
VOTING	DYE	LEE ANN MARIE	PRINCIPAL	
VOTING	DREW	GREGORY	PRINCIPAL	
VOTING	MCBRIDE	NATHAN	PRINCIPAL	
VOTING	HENDRIX	LEONARD	PRINCIPAL	
VOTING	MAGNUSON	KEVIN	PRINCIPAL	
VOTING	ERICKSON	TED	PRINCIPAL	
VOTING	MEARS	MATTHEW	PRINCIPAL	
VOTING	RINALDI	JOHN	PRINCIPAL	
VOTING	LEMON	CHRISTOPHER	PRINCIPAL	
VOTING	CAMAJANI	JOSEPH	PRINCIPAL	
VOTING	MANSOURI	TIFFINY	PRINCIPAL	
VOTING	LEESMAN	JEFFREY	PRINCIPAL	
VOTING	MYER	STEVEN J.	PRINCIPAL	
VOTING	RAMICH	LARISA	PRINCIPAL	
VOTING	GONZALEZ	KENNETH.	PRINCIPAL	
VOTING	ZAPPANTI	MARK	PRINCIPAL	
VOTING	SHERRELL	CHUCK	PRINCIPAL	
VOTING	MOORE	KAELIN	PRINCIPAL	
VOTING	SMITH	DOUGLAS R.	PRINCIPAL	
VOTING	THOMPSON	JOHN MARK	PRINCIPAL	
VOTING	DAY	MINDY	PRINCIPAL	
VOTING	PERTZBORN	ABBY	PRINCIPAL	
VOTING	RANDALL	BRADLEY	PRINCIPAL	
VOTING	GLADSTONE	LISA	PRINCIPAL	
VOTING	SIPOS	OVI	PRINCIPAL	
VOTING	PETROPULOS	JAMES	PRINCIPAL	
VOTING	TILLERY	CARLA	PRINCIPAL	
VOTING	HULTS	MICHAEL	PRINCIPAL	
VOTING	JOHNSON	JOHN	PRINCIPAL	
VOTING	PANEK	JOHN	PRINCIPAL	
VOTING	IEZZA	MIKE	PRINCIPAL	
VOTING	BARRETT	TODD	PRINCIPAL	
VOTING	GOULD	JENNIFER	PRINCIPAL	
VOTING	SWICK	KELLY	PRINCIPAL	
VOTING	MCFARLANE	MICHAEL	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	CHLEBUS	DAVID	PRINCIPAL	[redacted]
VOTING	GOERTZ	TAYLOR	PRINCIPAL	
VOTING	PAPANIKOLAOU	PETER	PRINCIPAL	
VOTING	MAUGHAN	DALLAS	PRINCIPAL	
VOTING	BRONSTAD	JOSH	PRINCIPAL	
VOTING	AAGARD	ADAM	PRINCIPAL	
VOTING	MASSEY	JOSHUA	PRINCIPAL	
VOTING	JESTER	RYAN	PRINCIPAL	
VOTING	LAFERRIERE	CLINTON	PRINCIPAL	
VOTING	SMITH	CAMERON G.	PRINCIPAL	
VOTING	STECHSCHULTE	KELLY	PRINCIPAL	
VOTING	MOREHOUSE	MICHAEL	PRINCIPAL	
VOTING	LOUGH	DONNA	PRINCIPAL	
VOTING	KAVANAGH	WILLIAM	PRINCIPAL	
VOTING	KNOPP	TAMI	PRINCIPAL	
VOTING	ANDERSON	JEREMY	PRINCIPAL	
VOTING	GAARDE	COREY	PRINCIPAL	
VOTING	ZAPOLSKI	RICHARD	PRINCIPAL	
VOTING	RAMAKRISHNAN	AKSHAI	PRINCIPAL	
VOTING	RICH	NICHOLAS	PRINCIPAL	
VOTING	RIDD	JENNIFER	ASSOCIATE PRINC	
VOTING	ZIMMERMAN	AARON	PRINCIPAL	
VOTING	SMITH	CHRISTOPHER	PRINCIPAL	
VOTING	SNEED	JASON	PRINCIPAL	
VOTING	PENNINGS	KARL	PRINCIPAL	
VOTING	FRANCIS	SCOTT	PRINCIPAL	
VOTING	ESSMAN	MARY	PRINCIPAL	
VOTING	TADDEI	CARLO	PRINCIPAL	
VOTING	SNYDER	MATTHEW	PRINCIPAL	
VOTING	LICAMELI	LOU	PRINCIPAL	
VOTING	GOLDBERG	KATHERINE	PRINCIPAL	
VOTING	BERRETT	GLENDON	PRINCIPAL	
VOTING	BODENSCHATZ	DAVID	PRINCIPAL	
VOTING	LEVERENZ	RICK	PRINCIPAL	
VOTING	ZAJAC	THOMAS	PRINCIPAL	
VOTING	PANDEY	KABI	PRINCIPAL	
VOTING	JONES	WILLIAM (JOE)	PRINCIPAL	
VOTING	HOLE	SCOTT	PRINCIPAL	
VOTING	ADAMS	DAVID	PRINCIPAL	
VOTING	MILLER	MARCY	PRINCIPAL	
VOTING	DOWNHAM	ASHLEE	PRINCIPAL	
VOTING	KNATTERUD	KOLTEN L.	PRINCIPAL	
VOTING	FEE	ALYSSA	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	MONKS	ANCHILA	PRINCIPAL	[redacted]
VOTING	JURKOWSKI	BOB	PRINCIPAL	
VOTING	SCHMIDT	JARED	PRINCIPAL	
VOTING	STRAUB	SPENCER	PRINCIPAL	
VOTING	TRAVIS	TUCKER	ASSOCIATE PRINC	
VOTING	ADAMS	ROBERT A.	PRINCIPAL	
VOTING	VALLEJO	ERIC	PRINCIPAL	
VOTING	PARRISH	MIKE	ASSOCIATE PRINC	
VOTING	HUFF	STEVEN	PRINCIPAL	
VOTING	AHLFED	KRISTEN	ASSOCIATE PRINC	
VOTING	HARPIN	ARMAND	PRINCIPAL	
VOTING	FELTS	BRADLEY	PRINCIPAL	
VOTING	SPRANGERS	RYAN	PRINCIPAL	
VOTING	BENITEZ	PABLO	PRINCIPAL	
VOTING	GLATZL	ERIC	ASSOCIATE PRINC	
VOTING	MCLAUGHLIN	TRIP	ASSOCIATE PRINC	
VOTING	JOHNSON	WADE	PRINCIPAL	
VOTING	NIELSEN	BETH	PRINCIPAL	
VOTING	ZINK	JOSEPH	ASSOCIATE PRINC	
VOTING	GESKE	DONOVAN	ASSOCIATE PRINC	
VOTING	BURTON	JEFFREY	PRINCIPAL	
VOTING	KUMBATOVIC	NICHOLAS	PRINCIPAL	
VOTING	JACOBS	SPENCER	PRINCIPAL	
VOTING	EDWARD	CHRISTOPHER	PRINCIPAL	
VOTING	NESS	JAMES I.	PRINCIPAL	
VOTING	HART	DUSTIN	ASSOCIATE PRINC	
VOTING	VEDVIK	RICHARD	PRINCIPAL	
VOTING	CALLAHAN	SHAWN	ASSOCIATE PRINC	
VOTING	MCMILLEN	ADAM	PRINCIPAL	
VOTING	JONES	ROBERT	ASSOCIATE PRINC	
VOTING	LEVTOV	JOHN	PRINCIPAL	
VOTING	HAWN	BLAIR	PRINCIPAL	
VOTING	JULIAN	GEORGE	ASSOCIATE PRINC	
VOTING	PRICE	JOHN (TONY)	ASSOCIATE PRINC	
VOTING	KOWATA	KOREY	PRINCIPAL	
VOTING	CARTER	ZACHARY	PRINCIPAL	
VOTING	BIRETA	GARY	PRINCIPAL	
VOTING	HELMS	JOHN	ASSOCIATE PRINC	
VOTING	MALONEY	DANIEL	PRINCIPAL	
VOTING	VANSANT	ANTHONY	PRINCIPAL	
VOTING	ZEHNLE	ANTHONY	PRINCIPAL	
VOTING	HOLT	JOHN	ASSOCIATE PRINC	
VOTING	POMATTO	ANDREW	PRINCIPAL	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	SHAH	HIMANSU	PRINCIPAL	[redacted]
VOTING	GULDEN	JOSEPH	ASSOCIATE PRINC	
VOTING	RASCHE	PETER	ASSOCIATE PRINC	
VOTING	KUSEK	JOHN	ASSOCIATE PRINC	
VOTING	RAINS	LOREN	ASSOCIATE PRINC	
VOTING	REIER	TIMOTHY	ASSOCIATE PRINC	
VOTING	MCCABE	PATRICK	ASSOCIATE PRINC	
VOTING	GEORGE	SPENCER	ASSOCIATE PRINC	
VOTING	WERMUTH	CINDY	ASSOCIATE PRINC	
VOTING	BUCKLEY	BRENDON	ASSOCIATE PRINC	
VOTING	PRAMOJANEY	SUJIN	ASSOCIATE PRINC	
VOTING	STAIGER	HUGH	ASSOCIATE PRINC	
VOTING	YEUNG	BENJAMIN	ASSOCIATE PRINC	
VOTING	SPENGLER	MICHAEL	ASSOCIATE PRINC	
VOTING	DAVIS	CORY S.	ASSOCIATE PRINC	
VOTING	BYRNE	LOREN	ASSOCIATE PRINC	
VOTING	SKAALA	JAMES	ASSOCIATE PRINC	
VOTING	BRILEY	MATTHEW	ASSOCIATE PRINC	
VOTING	EAGLETON	BRIAN	ASSOCIATE PRINC	
VOTING	SHARMA	GAURAV	ASSOCIATE PRINC	
VOTING	KLUCK	JOHN	ASSOCIATE PRINC	
VOTING	SCHOEN	DAVID J.	ASSOCIATE PRINC	
VOTING	ZIMMERMAN	DONNY	ASSOCIATE PRINC	
VOTING	CAMPBELL	TODD	ASSOCIATE PRINC	
VOTING	WANK	GREGORY	ASSOCIATE PRINC	
VOTING	AHLSTROM	GUY	ASSOCIATE PRINC	
VOTING	O'HARA	BRIAN	ASSOCIATE PRINC	
VOTING	PAUSER	PATRICK	ASSOCIATE PRINC	
VOTING	BUTZLAFF	LISA	ASSOCIATE PRINC	
VOTING	GIBBS	MIKE	ASSOCIATE PRINC	
VOTING	CARNEY	PETE	ASSOCIATE PRINC	
VOTING	ELLMORE	JASON	ASSOCIATE PRINC	
VOTING	MATREALE	JIM	ASSOCIATE PRINC	
VOTING	RUFFO	JOE	ASSOCIATE PRINC	
VOTING	LANE	ZAC P.	ASSOCIATE PRINC	
VOTING	HARTLEY	FRANCIS H.	ASSOCIATE PRINC	
VOTING	MCDONOUGH	DAN	ASSOCIATE PRINC	
VOTING	CURREY	CHAD E.	ASSOCIATE PRINC	
VOTING	HICKMAN	DAVID	ASSOCIATE PRINC	
VOTING	COLLINS	RAYMOND	ASSOCIATE PRINC	
VOTING	HADJIYANE	STEPHEN	ASSOCIATE PRINC	
VOTING	EVANYO	JOHN (JACK)	ASSOCIATE PRINC	
VOTING	HILL	SUSAN	ASSOCIATE PRINC	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	PRENDERGAST	COLIN	ASSOCIATE PRINC	[redacted]
VOTING	WALDENMEYER	EMILY	ASSOCIATE PRINC	
VOTING	CHAIREZ	HUGO	ASSOCIATE PRINC	
VOTING	MOCK	ANDREW	ASSOCIATE PRINC	
VOTING	AKSELROD	ALEX	ASSOCIATE PRINC	
VOTING	SUN	CHELSEA	ASSOCIATE PRINC	
VOTING	CYR	DAVID J.	ASSOCIATE PRINC	
VOTING	WASHBURN	CRIS	ASSOCIATE PRINC	
VOTING	WILSON	KYLE	ASSOCIATE PRINC	
VOTING	STREIT	LUKE	ASSOCIATE PRINC	
VOTING	ROSAS	LACI	ASSOCIATE PRINC	
VOTING	CHAN	ERIC	ASSOCIATE PRINC	
VOTING	PARIKH	VIMAL	ASSOCIATE PRINC	
VOTING	STEGINA	LAUREL	ASSOCIATE PRINC	
VOTING	CAPODICE	KEVIN	ASSOCIATE PRINC	
VOTING	GIES	BENJAMIN	ASSOCIATE PRINC	
VOTING	LONG	STEVEN	ASSOCIATE PRINC	
VOTING	STICKROD	JAYSON	ASSOCIATE PRINC	
VOTING	WILSON	COREY	ASSOCIATE PRINC	
VOTING	SPIELMAN	ROBERT	ASSOCIATE PRINC	
NONVOTING	BENDIXEN	CHRISTINE	ASSOCIATE PRINC	
VOTING	YATES	DUSTIN	ASSOCIATE PRINC	
VOTING	QUAST	ALEXANDER	ASSOCIATE PRINC	
VOTING	TROVATO	ROB V.	ASSOCIATE PRINC	
VOTING	MARSHALL	DAVID	ASSOCIATE PRINC	
VOTING	TAMPAKIS	SOPHIA D.	ASSOCIATE PRINC	
VOTING	RIVERA	JOSE R.	ASSOCIATE PRINC	
VOTING	KERR	SHEILA	ASSOCIATE PRINC	
VOTING	WELLS	SHANE	ASSOCIATE PRINC	
VOTING	COURTNEY	PETER	ASSOCIATE PRINC	
VOTING	MURPHY	SCOTT	ASSOCIATE PRINC	
VOTING	GRENZ	LAUREN	ASSOCIATE PRINC	
VOTING	MIKULKA	MELISSA	ASSOCIATE PRINC	
VOTING	EDMONDSON	STEPHEN	ASSOCIATE PRINC	
NONVOTING	DONECKER	DANIEL	ASSOCIATE PRINC	
VOTING	GARBRECHT	BRANDON	ASSOCIATE PRINC	
VOTING	POST	COLBY	ASSOCIATE PRINC	
VOTING	HAROON	SAIF	ASSOCIATE PRINC	
NONVOTING	DUEHLMEYER	JOSEPH	SR. ASSOCIATE	
VOTING	DYER-CARROLL	STEPHANIE	ASSOCIATE PRINC	
VOTING	VANMIDDLESWORTH	JARED	ASSOCIATE PRINC	
VOTING	LANGAN	KEVIN	ASSOCIATE PRINC	
VOTING	BISHOP	BILL	ASSOCIATE PRINC	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	BIRCH	RUSSELL	ASSOCIATE PRINC	[redacted]
VOTING	LENG	YANLING	ASSOCIATE PRINC	
NONVOTING	ELLIS	DANIEL	SR. ASSOCIATE	
VOTING	GONZALO	GARRETT	ASSOCIATE PRINC	
VOTING	NICHOLS	RUSSELL	ASSOCIATE PRINC	
VOTING	PAYNE	SAM	ASSOCIATE PRINC	
VOTING	KARBEN	JOHN	ASSOCIATE PRINC	
VOTING	HILDRETH	JEFFREY S.	ASSOCIATE PRINC	
VOTING	HRABAK	NICHOLAS	ASSOCIATE PRINC	
VOTING	DUALE	JEFFREY	ASSOCIATE PRINC	
VOTING	JUNE	ADAM	ASSOCIATE PRINC	
VOTING	KEEN	LAUREN	ASSOCIATE PRINC	
VOTING	REIDER	BENJAMIN	ASSOCIATE PRINC	
NONVOTING	KEPIRO	TYLER	SR. ASSOCIATE	
NONVOTING	HALL	JULIA	SR. ASSOCIATE	
VOTING	DOTSON	MATT	ASSOCIATE PRINC	
NONVOTING	KEEN	ALAN	SR. ASSOCIATE	
VOTING	MCCARTY	MICHAEL	ASSOCIATE PRINC	
VOTING	ROBERTSON	PAUL L.	ASSOCIATE PRINC	
VOTING	MAIN	MATTHEW	ASSOCIATE PRINC	
VOTING	SCHAEFERS	LEO	ASSOCIATE PRINC	
VOTING	ARMSTRONG	NICHOLAS	ASSOCIATE PRINC	
VOTING	DESIMONE	GLENN	ASSOCIATE PRINC	
VOTING	MCGHEE	PETER	ASSOCIATE PRINC	
VOTING	MILLER	NATHAN	ASSOCIATE PRINC	
VOTING	KITSMAN	CATHY	ASSOCIATE PRINC	
VOTING	LARSON	DAVID	ASSOCIATE PRINC	
VOTING	SAAVEDRA	ELIUD	ASSOCIATE PRINC	
VOTING	MALIK	OMAR	ASSOCIATE PRINC	
VOTING	KUTCHI	NICHOLAS	ASSOCIATE PRINC	
VOTING	JOHNSON	TILESTON	ASSOCIATE PRINC	
VOTING	BHOITE	SAMEER	ASSOCIATE PRINC	
NONVOTING	DELA CRUZ	CRUZ,ANTOLIN	ASSOCIATE PRINC	
NONVOTING	TRENT	JUSTIN	ASSOCIATE PRINC	
VOTING	CARSNER	MATTHEW	ASSOCIATE PRINC	
VOTING	BALA	TOMASZ	ASSOCIATE PRINC	
VOTING	HICKLES	KELLY	ASSOCIATE PRINC	
VOTING	HOESLY	NATHAN	ASSOCIATE PRINC	
VOTING	JACQUES	NATHANIEL	ASSOCIATE PRINC	
VOTING	POLLEY	ADAM	ASSOCIATE PRINC	
VOTING	SHAW	ANDREW	ASSOCIATE PRINC	
VOTING	WILLIS	ANDERSON	ASSOCIATE PRINC	
NONVOTING	VANCOR	THOMAS J.	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
VOTING	BURKETT	JONATHON	ASSOCIATE PRINC	[redacted]
NONVOTING	SANDERS	COREY	SR. ASSOCIATE	
NONVOTING	NACHTRAB	ANDREW	SR. ASSOCIATE	
NONVOTING	HANSEN	PAUL	SR. ASSOCIATE	
NONVOTING	BARTLETT	DANIELLE	SR. ASSOCIATE	
NONVOTING	COLSON	BRAD	SR. ASSOCIATE	
NONVOTING	CARLSON	BRADLEY	SR. ASSOCIATE	
NONVOTING	BLACK	DEKE	SR. ASSOCIATE	
NONVOTING	AHILLEN	MICHAEL	SR. ASSOCIATE	
NONVOTING	ABREU	MARIA	SR. ASSOCIATE	
NONVOTING	WALL	STEPHEN	SR. ASSOCIATE	
NONVOTING	OVERMYER	KYLE	SR. ASSOCIATE	
NONVOTING	ARNESON	RUSSELL	SR. ASSOCIATE	
NONVOTING	BEALS	ETHAN M.	SR. ASSOCIATE	
NONVOTING	HEINZ	THOMAS	SR. ASSOCIATE	
NONVOTING	ORAL	SARAH	SR. ASSOCIATE	
NONVOTING	GUZOWSKI	GREGORY	SR. ASSOCIATE	
NONVOTING	WILLIAMS	STEPHEN	SR. ASSOCIATE	
NONVOTING	FREEMAN	TERRY	SR. ASSOCIATE	
NONVOTING	KIRN	CHANNING	SR. ASSOCIATE	
NONVOTING	WAGNER	ROB	SR. ASSOCIATE	
NONVOTING	POSHADEL	ANDY	SR. ASSOCIATE	
NONVOTING	SCARPACE	TONY	SR. ASSOCIATE	
NONVOTING	JACONETTE	MARK	SR. ASSOCIATE	
NONVOTING	ARANT	JEFFREY	SR. ASSOCIATE	
NONVOTING	DEGIGLIO	MICHAEL	SR. ASSOCIATE	
NONVOTING	LAMBERT	BRANDON C.	SR. ASSOCIATE	
NONVOTING	JANIK	RAFAL	SR. ASSOCIATE	
NONVOTING	BOWLING	ALEX	SR. ASSOCIATE	
NONVOTING	DONOGHUE	JOHN	SR. ASSOCIATE	
NONVOTING	HORTON	LINDSAY	SR. ASSOCIATE	
NONVOTING	PRATHER	JOSHUA	SR. ASSOCIATE	
NONVOTING	HUGHEY	LISA	SR. ASSOCIATE	
NONVOTING	TERSOGLIO	FEDERICO	SR. ASSOCIATE	
NONVOTING	BOGUMIL	ERIC	SR. ASSOCIATE	
NONVOTING	LEUBNER	CHRIS	SR. ASSOCIATE	
NONVOTING	ERNZEN	PETER	SR. ASSOCIATE	
NONVOTING	SCHLUNSEN	TODD	SR. ASSOCIATE	
NONVOTING	FEW	JOSHUA	SR. ASSOCIATE	
NONVOTING	BEMIS	SUSAN	SR. ASSOCIATE	
NONVOTING	HENRY	CHRISTOPHER	SR. ASSOCIATE	
NONVOTING	KELLY	KELLEY	SR. ASSOCIATE	
NONVOTING	BILLMAN	BRIAN	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HOPPEL	RUSSELL	SR. ASSOCIATE	
NONVOTING	BECKER	BROOKS	SR. ASSOCIATE	
NONVOTING	BIZIOREK	RYAN	SR. ASSOCIATE	
NONVOTING	BUSCH	ERIC	SR. ASSOCIATE	
NONVOTING	GODINA	RICHARD	SR. ASSOCIATE	
NONVOTING	HILL	TYLER	SR. ASSOCIATE	
NONVOTING	OZUSTA	JANELLE	SR. ASSOCIATE	
NONVOTING	MELTON	KURTIS	SR. ASSOCIATE	
NONVOTING	FUGARD	THOMAS	SR. ASSOCIATE	
NONVOTING	HARRES	DARRIN	SR. ASSOCIATE	
NONVOTING	JURAN	STACEY	SR. ASSOCIATE	
NONVOTING	REARDON	PATRICK	ASSOCIATE	
NONVOTING	YEATS	GREG	ASSOCIATE	
NONVOTING	BULLER	APRIL	SR. ASSOCIATE	
NONVOTING	FINCH	BLAKE	ASSOCIATE	
NONVOTING	BLOMQUIST	CHAD	SR. ASSOCIATE	
NONVOTING	GUERRA	JESUS	SR. ASSOCIATE	
NONVOTING	JIANETTE	JON	SR. ASSOCIATE	
NONVOTING	KHOURI	RAMON	SR. ASSOCIATE	
NONVOTING	MERRON	MICHAEL	SR. ASSOCIATE	
NONVOTING	WARCHOL	KYLE	SR. ASSOCIATE	
NONVOTING	WYCOFF	MELISSA	SR. ASSOCIATE	
NONVOTING	URIAS	STEPHEN	SR. ASSOCIATE	
NONVOTING	GERMANO	STEPHEN	SR. ASSOCIATE	
NONVOTING	ABRAHAM	JENNIFER	SR. ASSOCIATE	
NONVOTING	PETROVICH	ZLATKO	SR. ASSOCIATE	
NONVOTING	RICHARDS	PHILLIP	SR. ASSOCIATE	
NONVOTING	FARTHING	JASON	SR. ASSOCIATE	
NONVOTING	WYSE	LESLIE	SR. ASSOCIATE	
NONVOTING	WATKINS	MATTHEW	SR. ASSOCIATE	
NONVOTING	BIDLAKE	JONATHAN	SR. ASSOCIATE	
NONVOTING	GORDON	JOSH	SR. ASSOCIATE	
NONVOTING	ESCHELBACH	EVAN	SR. ASSOCIATE	
NONVOTING	WALSH	RYAN	SR. ASSOCIATE	
NONVOTING	MILLER	BRANDON	SR. ASSOCIATE	
NONVOTING	WATERMAN	SHANE	SR. ASSOCIATE	
NONVOTING	LORE	ALLISON	SR. ASSOCIATE	
NONVOTING	FULTZ	DANIEL	SR. ASSOCIATE	
NONVOTING	LANGE	BRADLEY	SR. ASSOCIATE	
NONVOTING	HIER	KENNETH	SR. ASSOCIATE	
NONVOTING	ARAULLO	ALFONSO	SR. ASSOCIATE	
NONVOTING	JACKSON	KYLE	SR. ASSOCIATE	
NONVOTING	FERRELL	BRANDON	SR. ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HAGAN	LAURA	SR. ASSOCIATE	[redacted]
NONVOTING	TAYLOR	DAWN	SR. ASSOCIATE	
NONVOTING	FERGUSON	DAVID	SR. ASSOCIATE	
NONVOTING	GUYNES	CHRISTIAN	SR. ASSOCIATE	
NONVOTING	NIETFELDT	PHILIP	SR. ASSOCIATE	
NONVOTING	XAVA	DEREK	SR. ASSOCIATE	
NONVOTING	CYCHOSZ	JEREMY	SR. ASSOCIATE	
NONVOTING	GAUSE	CHRISTINA	SR. ASSOCIATE	
NONVOTING	ROBERTS	EVAN	SR. ASSOCIATE	
NONVOTING	ROWLAND	QUINN	SR. ASSOCIATE	
NONVOTING	RYAN	MASON	SR. ASSOCIATE	
NONVOTING	SUEK	MATTHEW	SR. ASSOCIATE	
NONVOTING	STEVENSON	MARK B.	SR. ASSOCIATE	
NONVOTING	NISENFELD	MICHAEL	SR. ASSOCIATE	
NONVOTING	WANG	YU	SR. ASSOCIATE	
NONVOTING	BOWMAN	MATTHEW	SR. ASSOCIATE	
NONVOTING	GAWTHORP-CRUSE	CRUSE, T.	SR. ASSOCIATE	
NONVOTING	BEISHIR	BRANDON	SR. ASSOCIATE	
NONVOTING	SEARLES	RYAN	SR. ASSOCIATE	
NONVOTING	KORTZ	JONATHAN	SR. ASSOCIATE	
NONVOTING	COLLIER	MATTHEW	SR. ASSOCIATE	
NONVOTING	DZIENNY	ANDREW	ASSOCIATE	
NONVOTING	TAUBE	MICHAEL	SR. ASSOCIATE	
NONVOTING	VANDENBERG	MICHAEL	SR. ASSOCIATE	
NONVOTING	ZEGEYE	EPHREM K.	SR. ASSOCIATE	
NONVOTING	KRAUSE	KARL	ASSOCIATE	
NONVOTING	SCHRAND	CHAD	ASSOCIATE	
NONVOTING	WHITTED	RYAN	ASSOCIATE	
NONVOTING	PATRICK	STEPHANIE	ASSOCIATE	
NONVOTING	LEONARD	DALE	ASSOCIATE	
NONVOTING	FAIRFAX	SHELLEY	ASSOCIATE	
NONVOTING	ZURO	ALEX	ASSOCIATE	
NONVOTING	VIEIRA	DEREK	ASSOCIATE	
NONVOTING	BOPP	BRIAN	ASSOCIATE	
NONVOTING	ROME	RICK	ASSOCIATE	
NONVOTING	RHOOD	BLAKE	ASSOCIATE	
NONVOTING	PAAP	TIM	ASSOCIATE	
NONVOTING	CHAPPELL	FINN	ASSOCIATE	
NONVOTING	ESPLIN	ROBERT	ASSOCIATE	
NONVOTING	SHERMAN	BRIAN	ASSOCIATE	
NONVOTING	ARREDONDO	MARIO	ASSOCIATE	
NONVOTING	DALEY	MICHAEL	ASSOCIATE	
NONVOTING	KLINE	JOHN	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	BEGLEY	JASON	ASSOCIATE	[redacted]
NONVOTING	GRANT	STEVEN	ASSOCIATE	
NONVOTING	DAGERMAN	JUSTIN	ASSOCIATE	
NONVOTING	SILIUNAS	PAULIUS	ASSOCIATE	
NONVOTING	KRIST	ALEXANDER	ASSOCIATE	
NONVOTING	SPAULDING	RYAN	ASSOCIATE	
NONVOTING	COBAU	SHELLEY	ASSOCIATE	
NONVOTING	STEFFEN	BRIAN	ASSOCIATE	
NONVOTING	BENTLEY	ROBERT	ASSOCIATE	
NONVOTING	EDWARDS	MICHAEL	ASSOCIATE	
NONVOTING	HANSON	ANDREW	ASSOCIATE	
NONVOTING	SPRENGER	JAMIE	ASSOCIATE	
NONVOTING	BOPP	GARY	ASSOCIATE	
NONVOTING	YOO	JEE	ASSOCIATE	
NONVOTING	HEWLETT	NATHAN	ASSOCIATE	
NONVOTING	STEVENS	JUSTIN	ASSOCIATE	
NONVOTING	ANTHONY	HENRY	ASSOCIATE	
NONVOTING	FORSTING	PAUL	ASSOCIATE	
NONVOTING	GONZALEZ	JULIE	ASSOCIATE	
NONVOTING	GOTTSCHALL	CHRIS	ASSOCIATE	
NONVOTING	HAGELSHAW	JULIE	ASSOCIATE	
NONVOTING	LAI	ANTOINE	ASSOCIATE	
NONVOTING	LEWIS	ALEX	ASSOCIATE	
NONVOTING	PAYNE	JOSEPH	ASSOCIATE	
NONVOTING	SQUITIERE	JASON	ASSOCIATE	
NONVOTING	LINDQUIST	JOHN	ASSOCIATE	
NONVOTING	UDDIN	JEFFREY	ASSOCIATE	
NONVOTING	POTZMANN	HANA	ASSOCIATE	
NONVOTING	BERSOFSKY	ANDY	ASSOCIATE	
NONVOTING	CHIU	PATRICIA	ASSOCIATE	
NONVOTING	RICHMOND	KELSEY	ASSOCIATE	
NONVOTING	WHITE	JASON	ASSOCIATE	
NONVOTING	CARATHANASIS	ROBIN	ASSOCIATE	
NONVOTING	DONOVAN	JOSEPH	ASSOCIATE	
NONVOTING	SMITH	KEVIN	ASSOCIATE	
NONVOTING	KELLEY	COLIN	ASSOCIATE	
NONVOTING	HARRISON	JESSICA	ASSOCIATE	
NONVOTING	MCKAY	PAULA	ASSOCIATE	
NONVOTING	SOMWARU	LOMASH	ASSOCIATE	
NONVOTING	YAO	ANGELINE	ASSOCIATE	
NONVOTING	DECKER	CHRISTOPHER	ASSOCIATE	
NONVOTING	JONES	CHRISTOPHER	ASSOCIATE	
NONVOTING	MCDONNELL	JOSEPH	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	LIANG	BEN	ASSOCIATE	[redacted]
NONVOTING	THOMPSON	JAMES	ASSOCIATE	
NONVOTING	BLEUEL	ANDREW	ASSOCIATE	
NONVOTING	SIMS	BRAD	ASSOCIATE	
NONVOTING	PRZESZLOWSKI	ADAM	ASSOCIATE	
NONVOTING	KIESL	ROBERT	ASSOCIATE	
NONVOTING	SIMENTAL	DIANA	ASSOCIATE	
NONVOTING	CONN	ADAM	ASSOCIATE	
NONVOTING	COOK	JOHN	ASSOCIATE	
NONVOTING	ITO	TODD	ASSOCIATE	
NONVOTING	JOHNSON	MICHAEL	ASSOCIATE	
NONVOTING	LANGSTON	DANIEL	ASSOCIATE	
NONVOTING	MANNING	JEFFREY	ASSOCIATE	
NONVOTING	MASTERSON	JENNIFER	ASSOCIATE	
NONVOTING	MCMILLON	JACK	ASSOCIATE	
NONVOTING	MORGAN	JANA	ASSOCIATE	
NONVOTING	RITTENHOUSE	JESSE	ASSOCIATE	
NONVOTING	SOLIS	THERESA	ASSOCIATE	
NONVOTING	VETTING	JEREMY	ASSOCIATE	
NONVOTING	WINZ	JUSTIN	ASSOCIATE	
NONVOTING	BENNETT	JACOB	ASSOCIATE	
NONVOTING	BRACHTENBACH	ZACH	ASSOCIATE	
NONVOTING	O'BRIEN	MEGAN	ASSOCIATE	
NONVOTING	PADGETT	KEITH	ASSOCIATE	
NONVOTING	KOELLNER	MITCHELL	ASSOCIATE	
NONVOTING	AKBARPOUR	HAMED	ASSOCIATE	
NONVOTING	GOVIG	TAMMIE	ASSOCIATE	
NONVOTING	PERSONETTE	MARC	ASSOCIATE	
NONVOTING	STUCHLIK	JUSTIN	ASSOCIATE	
NONVOTING	SPENCER	BRIAN	ASSOCIATE	
NONVOTING	YOUNG	BRADLEY	ASSOCIATE	
NONVOTING	BULL SHOWS	SOLOMON	ASSOCIATE	
NONVOTING	HOBBS	CHRISTOPHER	ASSOCIATE	
NONVOTING	JANSEN	DEREK	ASSOCIATE	
NONVOTING	KRANZLER	JERROD	ASSOCIATE	
NONVOTING	SHOLLA	ALBANO	ASSOCIATE	
NONVOTING	KELLY	TIFFANY	ASSOCIATE	
NONVOTING	FARIAS	JORGE	ASSOCIATE	
NONVOTING	GERHARD	JENNIFER	ASSOCIATE	
NONVOTING	LLEWELLYN	DELLAN	ASSOCIATE	
NONVOTING	MATULIK	SCOTT	ASSOCIATE	
NONVOTING	MISCHKOT	JOHN	ASSOCIATE	
NONVOTING	OBERWEISER	DANIEL	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	PRADO	JACOB	ASSOCIATE	[redacted]
NONVOTING	BOWEN	CLINTON	ASSOCIATE	
NONVOTING	RANGEL	TONY	ASSOCIATE	
NONVOTING	BLOOM	LOGAN	ASSOCIATE	
NONVOTING	CRESPO	JULIO	ASSOCIATE	
NONVOTING	JOHNSON	KARRIE	ASSOCIATE	
NONVOTING	JUTTING	COURTNEY	ASSOCIATE	
NONVOTING	MOORE	MARSHALL	ASSOCIATE	
NONVOTING	ALMANZAN	GILBERT	ASSOCIATE	
NONVOTING	CAREY	SHANE J.	ASSOCIATE	
NONVOTING	CLARK	KATHERINE	ASSOCIATE	
NONVOTING	NOOR	SUHALE	ASSOCIATE	
NONVOTING	BARBER	RAYMOND	ASSOCIATE	
NONVOTING	CONNAWAY	TRAVIS	ASSOCIATE	
NONVOTING	DYCE	TAMMY	ASSOCIATE	
NONVOTING	HALL	MITCHEL	ASSOCIATE	
NONVOTING	GRANT	STEVEN P.	ASSOCIATE	
NONVOTING	MEYER	BRAD	ASSOCIATE	
NONVOTING	SOTO	LUIS	ASSOCIATE	
NONVOTING	WALZ	THOMAS	ASSOCIATE	
NONVOTING	ALVARADO	LIREXI	ASSOCIATE	
NONVOTING	ANDERSON	JULIE	ASSOCIATE	
NONVOTING	BLANKENSHIP	SCOTT	ASSOCIATE	
NONVOTING	HAYES	BENJAMIN	ASSOCIATE	
NONVOTING	LOVO	JOAQUIN	ASSOCIATE	
NONVOTING	STOLL	ISAAC	ASSOCIATE	
NONVOTING	AVILES	AURELIO	ASSOCIATE	
NONVOTING	BALKEMA	KIMBERLY	ASSOCIATE	
NONVOTING	BAUMEISTER	TRENT	ASSOCIATE	
NONVOTING	BIGDELI	SHAYAN	ASSOCIATE	
NONVOTING	BORCHERT	SCOTT	ASSOCIATE	
NONVOTING	CHAN	ANDY	ASSOCIATE	
NONVOTING	CLINTON	PAUL	ASSOCIATE	
NONVOTING	COLLIER	RON J.	ASSOCIATE	
NONVOTING	CUBERO	JONELLE	ASSOCIATE	
NONVOTING	EZMAN	AUSTIN	ASSOCIATE	
NONVOTING	FEIHEL	STEVEN	ASSOCIATE	
NONVOTING	FORTE	ANDRE P.	ASSOCIATE	
NONVOTING	GERAGE	PATRICIA	ASSOCIATE	
NONVOTING	GILLESPIE	JULI	ASSOCIATE	
NONVOTING	GOLDBERG	REBECCA	ASSOCIATE	
NONVOTING	GORMLEY	JOSH M.	ASSOCIATE	
NONVOTING	HANSON	TARYN	ASSOCIATE	

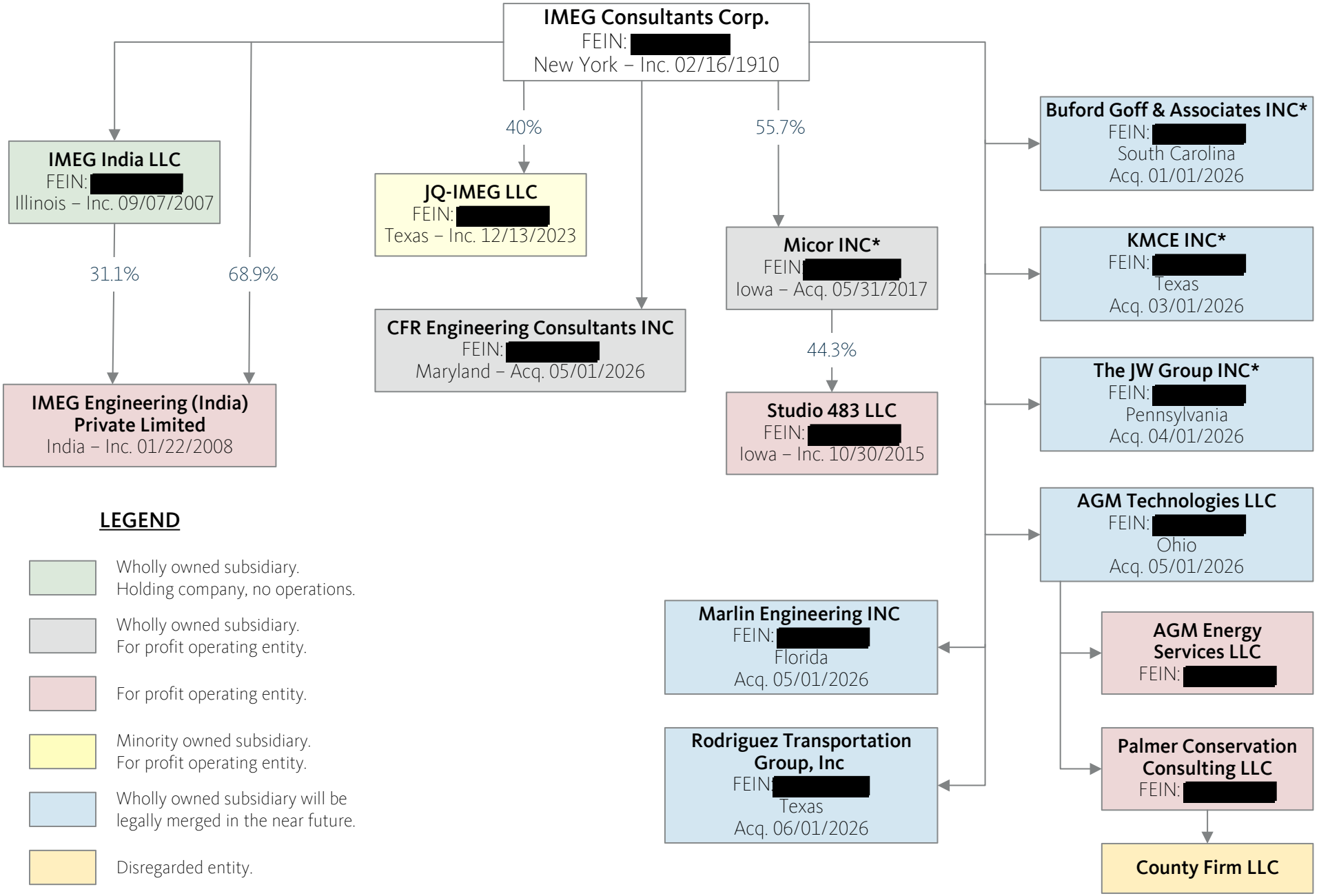
ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	HE	JOYCE	ASSOCIATE	[redacted]
NONVOTING	HOANG	MATTHEW V.	ASSOCIATE	
NONVOTING	JAGODA	DONALD P.	ASSOCIATE	
NONVOTING	JEPPESEN	GREG	ASSOCIATE	
NONVOTING	KOROUEI	FARZAD	ASSOCIATE	
NONVOTING	KURBATOVA	VICTORIA	ASSOCIATE	
NONVOTING	LAMARCA	LUKE	ASSOCIATE	
NONVOTING	LEE	SUZIE H.	ASSOCIATE	
NONVOTING	LINK	SARA	ASSOCIATE	
NONVOTING	LIU	LAURA	ASSOCIATE	
NONVOTING	MAYER	KAYNER	ASSOCIATE	
NONVOTING	MCCOY	THOMAS JOHN	ASSOCIATE	
NONVOTING	MILLER	JACOB	ASSOCIATE	
NONVOTING	MOSKAL	JOSEPH	ASSOCIATE	
NONVOTING	O'CONNOR	CLAIRE	ASSOCIATE	
NONVOTING	ORLANDO	LENORE	ASSOCIATE	
NONVOTING	PAN	MARK	ASSOCIATE	
NONVOTING	PEREZ	LUIS A.	ASSOCIATE	
NONVOTING	POLI	CHRIS D.	ASSOCIATE	
NONVOTING	POLLICINO	DAVID	ASSOCIATE	
NONVOTING	RAUBER	MARK	ASSOCIATE	
NONVOTING	RAYMOND	MICHAEL J.	ASSOCIATE	
NONVOTING	SCHAEPERKOETTER	STEVE	ASSOCIATE	
NONVOTING	SHELBY	JENNIFER	ASSOCIATE	
NONVOTING	SIEBER	WALTER	ASSOCIATE	
NONVOTING	SINKA	LASZLO	ASSOCIATE	
NONVOTING	SKRELJA	MARINA	ASSOCIATE	
NONVOTING	SMITH	CASEY	ASSOCIATE	
NONVOTING	SMITH	KYLE	ASSOCIATE	
NONVOTING	SWANSON	ALAN	ASSOCIATE	
NONVOTING	TEPPER	DAVID	ASSOCIATE	
NONVOTING	WARE	JENNIFER	ASSOCIATE	
NONVOTING	WILKINSON	ROBERT	ASSOCIATE	
NONVOTING	WITCOSKI	JILL	ASSOCIATE	
NONVOTING	ZACCARELLI	ALINA E.	ASSOCIATE	
NONVOTING	ZAVOROTNAYA	NADEJDA	ASSOCIATE	
NONVOTING	DIZDAREVIC	SENKO	ASSOCIATE	
NONVOTING	BOLEN	FRED	ASSOCIATE	
NONVOTING	CAUDILL	CHRISTINE	ASSOCIATE	
NONVOTING	CROOK	MEGAN	ASSOCIATE	
NONVOTING	ESHELMAN	ROBERT	ASSOCIATE	
NONVOTING	HILLING	JOSHUA	ASSOCIATE	
NONVOTING	INAMDAR	MASOOD	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	REID	MARTIN	ASSOCIATE	[redacted]
NONVOTING	SMART	MATTHEW	ASSOCIATE	
NONVOTING	TONG	WAI-KIN	ASSOCIATE	
NONVOTING	VASQUEZ	MICHAEL	ASSOCIATE	
NONVOTING	ABRO	MARSHA	ASSOCIATE	
NONVOTING	AMADOR	MICHAEL	ASSOCIATE	
NONVOTING	BARBER	LAURA	ASSOCIATE	
NONVOTING	BLACKBURN	JASON	ASSOCIATE	
NONVOTING	BRAZIER	PAUL	ASSOCIATE	
NONVOTING	BURNETT	KAITLIN	ASSOCIATE	
NONVOTING	COOPER	TANNER	ASSOCIATE	
NONVOTING	DAIGLE	BRANDON	ASSOCIATE	
NONVOTING	DELCIOTTO	CHRISTIE	ASSOCIATE	
NONVOTING	DELOUIS	TONY	ASSOCIATE	
NONVOTING	EJOFODOMI	RUKEME	ASSOCIATE	
NONVOTING	ENGLE	CRAIG	ASSOCIATE	
NONVOTING	FAIRFAX	TONY	ASSOCIATE	
NONVOTING	FENG	YUMING LISA	ASSOCIATE	
NONVOTING	GROH	EDWARD	ASSOCIATE	
NONVOTING	HILDERBRAND	MICHAEL	ASSOCIATE	
NONVOTING	JALALISENDI	MEHRAN	ASSOCIATE	
NONVOTING	JOHNSON	KATRINA	ASSOCIATE	
NONVOTING	KOCIAN	SCOTT	ASSOCIATE	
NONVOTING	LOVELACE	JACOB	ASSOCIATE	
NONVOTING	MALCOLM	MATT	ASSOCIATE	
NONVOTING	MARSHALL	JOEL	ASSOCIATE	
NONVOTING	PELIKAN	MARY	ASSOCIATE	
NONVOTING	POTTS	DORIAN	ASSOCIATE	
NONVOTING	RENDON	JESUS	ASSOCIATE	
NONVOTING	RIESSELMAN	ERIK	ASSOCIATE	
NONVOTING	RINEHART	NORMAN	ASSOCIATE	
NONVOTING	ROWLEY	NATE	ASSOCIATE	
NONVOTING	RYAN	AMANDA	ASSOCIATE	
NONVOTING	RYAN	PATRICK	ASSOCIATE	
NONVOTING	SCHAEFERS	KAREN	ASSOCIATE	
NONVOTING	SHAW	LINNEA	ASSOCIATE	
NONVOTING	SHELBY	BLAKE	ASSOCIATE	
NONVOTING	SHERIDAN	CHELSEY	ASSOCIATE	
NONVOTING	STARKS	SHANE	ASSOCIATE	
NONVOTING	STERN	MATTHEW	ASSOCIATE	
NONVOTING	TYSMA	HEATHER	ASSOCIATE	
NONVOTING	WILHELM	RYAN	ASSOCIATE	
NONVOTING	YOUNG	ROBERT	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	BROCKHAUS	HANNAH	ASSOCIATE	[redacted]
NONVOTING	PEACE	BRITTNEY	ASSOCIATE	
NONVOTING	ROBERTSON	SCOTT	ASSOCIATE	
NONVOTING	ADAMS	ROBERT M.	ASSOCIATE	
NONVOTING	ALAGNA	JASON	ASSOCIATE	
NONVOTING	ANDERLIK	MICHAEL	ASSOCIATE	
NONVOTING	ARMSTRONG	ANN	ASSOCIATE	
NONVOTING	BAYS	JEFF	ASSOCIATE	
NONVOTING	BETCHER	KATHERINE	ASSOCIATE	
NONVOTING	BLACK	LESLIE	ASSOCIATE	
NONVOTING	BONNES	AUSTIN	ASSOCIATE	
NONVOTING	BREHER	PATRICIA	ASSOCIATE	
NONVOTING	BURNS	KAREN	ASSOCIATE	
NONVOTING	CARR	ERIC	ASSOCIATE	
NONVOTING	CATUCCI	KERRINE	ASSOCIATE	
NONVOTING	CAVEY	BENJAMIN	ASSOCIATE	
NONVOTING	DARNELL	TYLER	ASSOCIATE	
NONVOTING	DECKER	ANDREW	ASSOCIATE	
NONVOTING	DEPPEN	CAMERON	ASSOCIATE	
NONVOTING	DOWDELL	JULIE	ASSOCIATE	
NONVOTING	EDWARDS	DEANNA	ASSOCIATE	
NONVOTING	ERLENBUSCH	SCOTT	ASSOCIATE	
NONVOTING	FLECK	PAUL	ASSOCIATE	
NONVOTING	GAGNON	CAMERON	ASSOCIATE	
NONVOTING	GARCIA	JAKIMA	ASSOCIATE	
NONVOTING	GIBSON	JAMES	ASSOCIATE	
NONVOTING	HARGRAVE	KEVIN	ASSOCIATE	
NONVOTING	HARMON	KEATON	ASSOCIATE	
NONVOTING	HELLERSTEDT	TIFFANY	ASSOCIATE	
NONVOTING	HOSKINS	CASE	ASSOCIATE	
NONVOTING	JACOBSON	RORY	ASSOCIATE	
NONVOTING	JOHNSON	STEVEN	ASSOCIATE	
NONVOTING	KEISER	BRIAN	ASSOCIATE	
NONVOTING	KENNERLY	TRAE	ASSOCIATE	
NONVOTING	LAUREANO	ROBERT	ASSOCIATE	
NONVOTING	LAWRENCE	TIMOTHY	ASSOCIATE	
NONVOTING	MAKI	WILLIAM	ASSOCIATE	
NONVOTING	MANISCALCO	MATTHEW	ASSOCIATE	
NONVOTING	MORA	RANDY	ASSOCIATE	
NONVOTING	MORRIS	LOREN	ASSOCIATE	
NONVOTING	NAJARRO	ROGELIO	ASSOCIATE	
NONVOTING	NASH	JAMES	ASSOCIATE	
NONVOTING	NELSON	TROY	ASSOCIATE	

ISSUE	LAST NAME	FIRST NAME	OWNERSHIP TITLE	TOTAL SHARES
NONVOTING	OSMULSKI	ERIC	ASSOCIATE	
NONVOTING	PAVLAS	LESLY	ASSOCIATE	
NONVOTING	RASMUSSEN	HANS	ASSOCIATE	
NONVOTING	SCHNEIDER	LUCAS	ASSOCIATE	
NONVOTING	SMITH	CHAD	ASSOCIATE	
NONVOTING	TECZA	ADAM	ASSOCIATE	
NONVOTING	TERHALL	NICHOLAS	ASSOCIATE	
NONVOTING	THORSON	SHAWN	ASSOCIATE	
NONVOTING	TWITTY	MONIQUE	ASSOCIATE	
NONVOTING	WASAY	ASRAR	ASSOCIATE	
NONVOTING	WAYLAND	STEPHEN	ASSOCIATE	
NONVOTING	WHALEN	RYAN	ASSOCIATE	
NONVOTING	WILDT	JEFFREY	ASSOCIATE	

IMEG's active mergers and acquisitions are driving changes in our organizational structure. Our entity chart is an evolving document that captures the most recent updates to our portfolio. We are committed to maintaining its accuracy and relevance, and we thank you for your understanding as we integrate new partnerships and opportunities.



*Will be merged into IMEG Consultants Corp. by 6/15/26.

CERTIFICATE OF LIABILITY INSURANCE

2/1/2027

DATE (MM/DD/YYYY) 6/26/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1460527 IMEG CONSULTANTS CORP. 623 26TH AVENUE ROCK ISLAND IL 61201	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Liberty Mutual Fire Insurance Company — 23035 **INSURER C :** Travelers Property Casualty Company of America — 25674 **INSURER D :** The First Liberty Insurance Corporation — 33588 **INSURER E :** Continental Casualty Company — 20443 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23690554 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	[redacted]	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	[redacted]	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	[redacted]	2/1/2026	2/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	PROFESSIONAL LIAB. / CONTR. POLL LIAB.	N	N	[redacted]	2/1/2026	2/1/2027	EACH CLAIM $10,000,000 AGGREGATE $10,000,000	

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

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SOUTH SHORE WRF AERATION BLOWER FACILITY, S35121-06M. NASSAU COUNTY ITS OFFICIALS, EMPLOYEES, VOLUNTEERS, VOLUNTEERS AND REPRESENTATIVES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

23690554
NASSAU COUNTRY DEPT. OF PUBLIC WORKS
1194 PROSPECT AVE
WESTBURY NY 11590

CANCELLATION See Attachments

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

Joseph M Agnello

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The ACORD name and logo are registered marks of ACORD

Attachment Code: [redacted] Certificate ID: [redacted]

POLICY NUMBER [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured – OWNERS, LESSEES or CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations**
Name of Additional Insured Person(s) or Organization(s): Any persons or organizations as required in a written contract or agreement to provide additional insured status except where such requirement is prohibited by law.	Location(s) of Covered Operations: All locations as required by written contract, agreement or permit to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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Attachment Code: [redacted] Certificate ID: [redacted]

POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Name of Additional Insured Person(s) or Organization(s): Any persons or organizations as required in a written contract or agreement to provide additional insured status except where such requirement is prohibited by law.	Location(s) of Covered Operations: All locations as required by written contract, agreement or permit entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment Code: [redacted] Certificate ID: [redacted]

POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

Any person(s) or organizations(s) where required by written contractor or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2018

Attachment Code: [redacted] Certificate ID: [redacted]

Policy No [redacted]

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

WC 00 03 13

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) IMEG CONSULTANTS CORP. 1411 BROADWAY, SUITE 600 NEW YORK NY 10018 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NASSAU COUNTY DEPT. OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY NY 11590	3a. Name of Insurance Carrier The First Liberty Insurance Corporation 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 2/1/2026 to 2/1/2027 3d. The Proprietor, Partners or Executive Officers are ☑ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Justin Kickbusch
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 6/29/2026
(Signature) (Date)

Title: Client Service Coordinator II

Telephone Number of authorized representative or licensed agent of insurance carrier: 7152615990

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

81231384 | 8-469988 | 2/26-2/27 C105.2 | Lynette Seenarine | 6/29/2026 12:20:18 PM (EDT) | Page 2 of 2

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) IMEG Consultants Corp 1411 Broadway, Suite 600 New York, NY 10018 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-325-6004 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Sun Life and Health Insurance Company U.S 3b. Policy Number of Entity Listed in Box 1a 960108 3c. Policy Effective Period 04/01/2026 to 03/31/2027

4. Policy provides the following benefits:
   - [X] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07/06/2026 By Ashley Kauffman
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 247-6875 Name and Title Ashley Kauffman, Client Services Support

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 6, 2026

SUBJECT: IMEG Corporation - Proposed Personal Service Agreement
Recommendation of Firm for Construction Management Services
South Shore WRF – Aeration Blower Facility
Project Number: S35121-06M

The Department of Public Works (DPW) proposes entering into a personal services agreement with the IMEG Corporation to provide construction management (CM) services for the South Shore WRF Aeration Blower Facility project.

Consulting engineering firms were requested to submit technical and cost proposals in accordance with a Request for Proposals (RFP) dated January 9, 2026, with responses due February 17, 2026. The RFP was prepared in accordance with Department policy for assessing the technical understanding, qualifications and proposed project schedule proffered by the respondents. The RFP was posted on the County's website (eProcure), advertised in the newspaper of record (NY Post), and the NYS Contract Reporter.

The services to be provided scope of the work includes but is not limited to the following:

- Resident engineering, office engineering, inspection, CPM scheduling and cost estimating.

- The Construction Manager's duties are defined in the Scope of Services section of the RFP.

Technical and cost proposals were received from seven firms on February 17, 2026.

The proposals were evaluated by qualified personnel within the DPW; Christopher Vella, Project Manager III, Pasquale Assalone, P.E., Director of Environmental Engineering, and Graham Smith, Civil Engineer II.

After tabulating the combined technical scores and establishing the ranking order, as noted below, D&B Engineers, Gannett Fleming, IMEG, de Bruin, and LiRo were determined to be the five most qualified firms. These firms received their respective scores because of the competency of their proposed project staffing, schedule, and proven experience managing projects of similar type, scale and complexity

SUBJECT: IMEG Corporation - Proposed Personal Service Agreement
Recommendation of Firm for Construction Management Services
South Shore WRF – Aeration Blower Facility
Project Number: S35121-06M

The submitted cost proposals were then opened and recorded. The cost proposal of two firms, Jacobs and LKB, having significantly lower technical ratings, were not opened, nor recorded, because they would not be considered for selection.

Given that D&B, Gannett Fleming and IMEG have similar technical ratings and cost proposals, the Committee was unable to make an award recommendation at that time. The Committee eliminated de Bruin and LiRo for potential selection due to their significantly higher costs which were determined to be unjustifiable. It was the Committee's decision to request that only D&B, Gannett Fleming, and IMEG, submit the best and final offer (BAFO).

Correspondence was sent to D&B, IMEG, and Gannett Fleming via email on April 8, 2026, requesting the firms to submit a BAFO no later than April 22, 2026. The Committee reconvened May 4, 2026 to review the BAFO's and make a selection as to award the project.

The results of the technical evaluation and proposed costs are as follows:

FIRM	RANK	TECHNICAL SCORE	PROPOSED COST	BAFO PROPOSED	BAFO COST w/30%
D&B	T1	85.70	$4,802,386.20	$4,709,098.20	$6,121,827.66
Gannett Fleming	T1	85.70	$4,724,864.00	$4,175,000.00	$5,427,500.00
IMEG	T2	85.30	$4,774,263.00	$4.560,613.00	$5,928,796.90
deBruin	T2	85.30	$8,240.000.00	NA	NA
LiRo	5	83.70	$5,737,684.00	NA	NA
Jacobs	6	80.30	NA	NA	NA
LKB	7	74.00	NA	NA	NA

Gannett Fleming's BAFO was $385,613.00 lower than IMEG and $534,098.20 lower than D&B. The Committee, after reviewing all three BAFO's, agreed to eliminate D&B for selection due to their highest BAFO cost. Discussion then focused on the two remaining firms, Gannett Fleming and IMEG. It was noted that although Gannett Fleming's BAFO was $385,613 lower than IMEG's, Gannett's cost savings was predicated on being able to utilize personnel from other ongoing onsite projects. The Committee had concerns that this would negatively affect the amount of time and dedication of the Construction Manager needed to sufficiently manage this large and complex project. Based on this concern and that IMEG's proposed Resident Engineer (RE) had more experience than Gannett's proposed RE, the Committee was unanimous that this project should be awarded to the IMEG Corporation.

In our professional judgement, the proposal submitted by IMEG with a high technical rating and reasonable proposed cost provides the best value to Nassau County. IMEG has similar experience for this type of project and fully addressed our concerns regarding having sufficient coverage to manage this project successfully.

SUBJECT: IMEG Corporation - Proposed Personal Service Agreement
Recommendation of Firm for Construction Management Services
South Shore WRF – Aeration Blower Facility
Project Number: S35121-06M

As such, it is DPW's recommendation that IMEG be retained to provide Construction Management Services for the South Shore WRF Aeration Blower Facility project. The total value of the proposed contract with contingency would be $5,928,796.90.

IMEG is a local firm having extensive experience in the wastewater field with Nassau County and other various municipalities in the New York metropolitan area.

Funding for these CM services is available under Capital Project No. S35123. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below approval or disapproval of our recommendation.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:PA:rp
c: Pasquale Assalone, Director of Environmental Engineering
Christopher Vella, Project Manager III
Graham Smith, Civil Engineer II
Eric Mills, PMJV
Maryanne Dioquino, PMJV
Jon Pepe, PMJV

APPROVED:

Arthur T. Walsh — Date 6/6/26
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh — Date
Chief Deputy County Executive

Rubric

Item	Weight
Experience of Firm	20%
Experience of Staff	35%
Org/Tech Approach	25%
NC/municipal Experience	10%
Availability	10%
Total	100%

S35121-06M **Committee Member**

Firm	C. Vella	P. Assalone	G. Smith	Total	Mean	Cost	BAFO Cost	BAFO $/point	BAFO w/Cont	$/point	Multiplier	W/Cont	MWBE	SDVOB
D&B	77	89	91	257	85.7	$ 4,802,386.20	$ 4,709,098.20	$ 18,323.34	$ 6,121,827.66	$ 18,686.33	2.3	$ 6,243,102.06	15	6
de Bruin	85	86	85	256	85.3	$ 8,240,000.00				$ 32,187.50	2.3	$ 10,712,000.00	4.5	0.9
Gannett	89	89	79	257	85.7	$ 4,724,864.00	$ 4,175,000.00	$ 16,245.14	$ 5,427,500.00	$ 18,384.68	2.35	$ 6,142,323.20	21	6
IMEG	85	88	83	256	85.3	$ 4,774,263.00	$ 4,560,613.00	$ 17,814.89	$ 5,928,796.90	$ 18,649.46	2.5	$ 6,206,541.90	16	6
Jacobs	80	83	78	241	80.3									
LiRo	87	87	77	251	83.7	$ 5,737,684.00				$ 22,859.30	2.2	$ 7,458,989.20	23.43	6.5
LKB	78	82	62	222	74.0									

Jacobs and LKB eliminated
BAFOs for IMEG, D&B and Gannett Fleming

BAFO meeting
Graham Smith
Paul Hart
Pat Assalone

IMEG will staff the job better.
D&B eliminated on cost

Request to Initiate - R25-0252 (P25-0139 - South Shore WRF Aeration Blower Facility)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**South Shore WRF Aeration Blower Facility Construction Management Services**		
Justification	**As part of the Sandy Recovery Program, a new aeration blower facility will be constructed under contract S35121-06G and a construction manager is required to manage the execution of the construction.**		
Requested By	**Public Works**	Project Manager	**Christopher Vella**
Project Cost for this Phase / Contract	**Construction Management**		
PIR Phase Amount Listed	**7,700,000.00**	Phase Cost	**7,700,000.00**
Total Project Cost	**$137,700,400.00**		
Start Work	**01/04/2027**	Duration	**60 months**
Renewal Options	**Up to two years.**		
Procurement Method	**RFP**		
Procurement Method Reason	**Standard method for obtaining engineering services.**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	35123 - Superstorm Sandy Repair and Mitigation - Bay Park STP and Countywide Collection	000	PWCSWEFC	7,700,000.00		0			10/20/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of Days Show calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • Materials Show calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Notes

Note Type	Note	Created On	Created By
Reject	Rejecting as per email with Eric Mills to have start date updated.	10/16/2025	James Woytysiak

Approvals

Request Submitted	**Eric Mills**	**10/16/2025 01:37 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**10/20/2025 10:26 am**
AIM Entered	**Deanna Funk**	**10/21/2025 07:12 am**
Time Sheet Code	**25-0252**	
Commissioner Approved	**William Nimmo**	**10/21/2025 08:50 am**
DCE / Ops Approved	**Arthur Walsh**	**10/23/2025 12:56 pm**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Christopher Vella, Project Manager III

FROM: Office of the Commissioner

DATE: November 17, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0252 Contract Number: S35121-06M
Construction Management Services for the Aeration Blower Facility project
At the South Shore WRF

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C25-0252**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Pasquale Assalone, Director of Environmental Engineering
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS C25-0252

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalendar, President

FROM: Department of Public Works

DATE: October 16, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: S35121-06M

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1) DPW plans to recommend a contract/agreement for the following services: construction management services for the Aeration Blower Facility project at the South Shore WRF.

2) The work involves the following: the South Shore WRF requires a new aeration blower facility for wastewater treatment upgrades. The County requires a construction management consultant to execute the oversight of the construction.

   An estimate of the cost is: $7,700,000.00

3) An estimate of the duration is: Five (5) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:PA:rp
c: Melissa Gallucci, Commissioner of Shared Services
Ross Bratin, Assistant Director, Office of Labor Relations
Pasquale Assalone, Director of Environmental Engineering
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Vella, Project Manager III
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Eric Mills, Director, PMJV

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard J. Zapolski, Client Executive

Name and Title of Authorized Representative

m/d/yy

Richard J. Zapolski

Signature

05/18/2026

Date

IMEG Consultants Corp.

Name of Organization

623 26th Avenue, Rock Island, IL 51201-5263

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	IMEG Consultants Corp
Address (street/city/state/zip code):	177 Crossways Park Drive, Woodbury, NY 11797
Authorized Representative (name/title):	Richard J. Zapolski, Jr., PE, Principal
Authorized Signature:	Richard Zapolski
Contract Number:	RFP No. PW-S35121-06M
Contract/Project Name:	South Shore WRF Aeration Blower Facility Construction Management Services
Contract/Project Description:	Construction Management Services for the South Shore WRF Aeration Blower Facility

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$5,928,796		
Total DBE Dollar Amount	-	DBE Contract Percentage	-
Total MBE Dollar Amount	$444,659	MBE Contract Percentage	7.5%
Total WBE Dollar Amount	$444,659	WBE Contract Percentage	7.5%
Total SDVOB Dollar Amount	$355,728	SDVOB Contract Percentage	6%
Total Combined M/WBE/SDVOB Dollar Amount	$1,245,046	Combined M/WBE/SDVOB Contract Percentage	21%

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Elite Construction of NY Address: 300 Garden City Plaza, Suite 148 City: Garden City State/Zip Code: NY 11530 Authorized Representative: IMichael Reed Telephone No. 516-512-8983	Construction Inspection	Amount ($): $444,659 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Nasco Construction Services Inc. Address: 200 Business Park Drive, Suite 302 City: Armonk State/Zip Code: NY 10504 Authorized Representative: Ed Hiney Telephone No. (914) 765-0984	Cost Estimating	Amount ($): $444,659 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Cavalry Engineering PC Address: 390 Rabro Drive, Suite E City: Hauppauge State/Zip Code: NY 10788 Authorized Representative: Pablo Rodriguez Telephone No. 631-345-7460	Construction Inspection	Amount ($): $355,728 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date: