1. Public Notice 7-13-26

   Documents:

   PUBLIC NOTICE FOR 7-13-26 AND 7-27-26.PDF

2. Agendas 7-13-26

   Documents:

   7-13-26 FINANCE.PDF
   7-13-26 RULES.PDF

3. Contracts 7-13-26

   Documents:

   A-35-26 ADDITIONAL INFO.PDF
   A-37-26.PDF
   A-41-26.PDF
   A-42-26.PDF
   A-43-26.PDF
   A-44-26.PDF
   A-46-26.PDF
   A-47-26.PDF
   A-50-26.PDF
   A-51-26.PDF
   A-53-26.PDF
   A-56-26.PDF
   A-59-26.PDF
   B-11-26 NCWEB.PDF
   B-12-26 NCWEB.PDF
   B-14-26 NCWEB.PDF
   E-82-26 NCWEB.PDF
   E-83-26 NCWEB.PDF
   E-84-26 NCWEB.PDF
   E-85-26 NCWEB.PDF
   E-86-26 NCWEB.PDF
   E-87-26 NCWEB.PDF
   E-89-26 NCWEB.PDF
   E-90-26 NCWEB.PDF
   E-91-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, JULY 13, 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, JULY 27, 2026 AT 1:00 PM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**.

| COMMITTEE MEETING | TIME |
|---|---|
| RULES | 1:00PM |
| PUBLIC SAFETY | 1:00PM |
| PLANNING, DEVELOPMENT & THE ENVIRONMENT | 1:00PM |
| TOWNS, VILLAGES AND CITIES | 1:00PM |
| ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION | 1:00PM |
| PUBLIC WORKS AND PARKS | 1:00PM |
| HEALTH AND SOCIAL SERVICES | 1:00PM |
| GOVERNMENT SERVICES AND OPERATIONS | 1:00PM |
| MINORITY AFFAIRS | 1:00PM |
| VETERANS & SENIOR AFFAIRS | 1:00PM |
| FINANCE | 1:00PM |

| FULL LEGISLATIVE SESSION | 1:00PM |
|---|---|

**Dated: JULY 6TH , 2026**
**Mineola, NY**

**MICHAEL C. PULITZER**
Clerk of the Legislature

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 that are on the calendar. At meetings of the Legislature's committees and prior to the call of the first committee of the day, members of the public may speak and on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublicComment@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. The Legislature streams every meeting live at http://www.NassauCountyNY.gov/agencies/Legis/index.html.

# NASSAU COUNTY LEGISLATURE

## 16th TERM MEETING AGENDA

# FINANCE COMMITTEE

**JULY 13TH, 2026 1:00 PM**

**Thomas McKevitt – Chairman**
**Michael Giangregorio – Vice Chairman**
**James Kennedy**
**Rose Marie Walker**
**Carrié Solages – Ranking**
**Debra Mulé**
**Olena Nicks**

**Michael C. Pulitzer, Clerk of the Legislature**

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

| Clerk Item No. | Proposed by | Assigned to | **Summary:** |
|---|---|---|---|
| **128-26** | **AT** | **F, R** | **RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VALENTI V. RYDER, ET AL*. CASE NO. 19-CV-3990 (GRB)(LGD), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 128-26 (AT) |
| **169-26** | **PK** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE OYSTER BAY - EAST NORWICH CHAMBER OF COMMERCE. 169-26 (PK) |
| **170-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *M.W. V. NASSAU COUNTY, ET AL*. INDEX NO. 900199/2021, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 170-26 (AT) |
| **171-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *ALEXCI RODRIGUEZ V. COUNTY OF NASSAU, ET AL*. INDEX NO. 611721/2022, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 171-26 (AT) |

# NASSAU COUNTY LEGISLATURE

## 16th TERM MEETING AGENDA

# RULES COMMITTEE

**JLY 13TH, 2026 1:00 PM**

**Howard Kopel – Chairman**
**Thomas McKevitt – Vice Chairman**
**John Giuffré**
**James Kennedy**
**Delia DeRiggi-Whitton– Ranking**
**Arnold W. Drucker**
**Scott M. Davis**

**Michael C. Pulitzer, Clerk of the Legislature**

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

| | | | |
|---|---|---|---|
| **128-26** | **AT** | **F, R** | **RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VALENTI V. RYDER, ET AL*. CASE NO. 19-CV-3990 (GRB)(LGD), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 128-26 (AT) |
| **166-26** | **CE** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT WITH THE GREAT NECK WATER POLLUTION CONTROL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 166-26 (CE) |
| **168-26** | **PK** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND FRIENDS FOR OLD BETHPAGE VILLAGE RESTORATION INC. 168-26 (PK) |
| **169-26** | **PK** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE OYSTER BAY - EAST NORWICH CHAMBER OF COMMERCE. 169-26 (PK) |
| **170-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *M.W. V. NASSAU COUNTY, ET AL*. INDEX NO. 900199/2021, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 170-26 (AT) |

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|---|---|---|---|
| **171-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *ALEXCI RODRIGUEZ V. COUNTY OF NASSAU, ET AL.* INDEX NO. 611721/2022, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 171-26 (AT) |
| **172-26** | **CE** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTED OFFICIALS IN NASSAU COUNTY WHO ARE MEMBERS OF THE NEW YORK STATE AND LOCAL RETIREMENT SYSTEM. 172-26 (CE) |
| **173-26** | **PD** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT 173-26 (PD) |
| **174-26** | **PD** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT 174-26 (PD) |
| **A-33-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC. (TERS). A-33-26 (PR) |
| **A-35-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT AND CONNECT 2 SOLUTIONS LLC. A-35-26 (PR) |

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| **A-37-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 DEPARTMENT OF HEALTH, AND BOEHRINGER INGELHEIM ANIMAL HEALTH USA INC. A-37-26 (PR) |
| **A-41-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 AXON ENTERPRISE, INC. A-41-26 (PR) |
| **A-42-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MAGNUM ELECTRONICS, INC. A-42-26 (PR) |
| **A-43-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 CORRECTIONAL FACILITY AND INTELLITECH CORPORATION. A-43-26 (PR) |
| **A-44-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY PUBLIC WORKS AND DON BROWN BUS SALES INC. A-44-26 (PR) |
| **A-46-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND PARSONS COMMERCIAL LLC. A-46-26 (PR) |

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| **A-47-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND PAUL CONGELOSI SALES, INC. A-47-26 (PR) |
| **A-50-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HEALTH, AND BRINKMANN INSTRUMENTS INC. DBA METROHM USA INC. A-50-26 (PR) |
| **A-51-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 DEPARTMENT OF CORRECTIONS AND H. SCHRIER & CO., INC. A-51-26 (PR) |
| **A-53-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY AND ASSETWORKS, INC. A-53-26 (PR) |
| **A-56-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 STERLING CORPORATION. A-56-26 (PR) |
| **A-59-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND STRYKER SALES LLC. A-59-26 (PR) |

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| **B-11-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 POSILLICO CIVIL, INC. B-11-26 (PW) |
| **B-12-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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. B-12-26 (PW) |
| **B-14-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 E & A RESTORATION, INC. B-14-26 (PW) |
| **E-81-26** | **IT** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 INFORMATION TECHNOLOGY AND WILLIAM W. PROFESSIONAL STAFFING LLC. E-81-26 (IT) |
| **E-84-26** | **AT** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 LIRO ENGINEERS, INC. E-84-26 (PW) |
| **E-85-26** | **AT** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 GOLDBERG SEGALLA LLP. E-85-26 (AT) |

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| **E-86-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 LIRO ENGINEERS, INC. E-86-26 (PW) |
| **E-87-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 AECOM USA, INC. E-87-26 (PW) |
| **E-88-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 LIRO ENGINEERS, INC. E-88-26 (PW) |
| **E-89-26** | **HE** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 HEALTH AND PUBLIC HEALTH ACCREDITATION BOARD. E-89-26 (HE) |
| **E-90-26** | **PR** | **R** | **RULES RESOLUTION NO. – 2026**<br>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 SHARED SERVICES, AND TALOGY, INC. E-90-26 (PR) |
| **E-91-26** | **SS** | **R** | **RULES RESOLUTION NO. – 2026**<br>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.<br>E-91-26 (SS) |

# A-35-26 Additional Information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2025 MAY -7 P 3:31

**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: Scott Lindquist
   Date of birth: 02/23/1971
   Home address: 1 Doti Court
   City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743
   Country: US

   Business Address: 1 Doti Court
   City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743
   Country US
   Telephone: 5164597391

   Other present address(es): 1 Doti Court
   City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743
   Country: US
   Telephone: 5164597391

   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 | 01/01/2025 | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   45%

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.

SecuritylinQ Technology from 2003-2009, at which time I sold the company. The company is NOT doing business today nor have I submitted tax returns since 2009.
Sweepspot Consulting Svc that was opened December 17, 2010, however that company is not active as well and I have not submitted tax returns since the 2010 year. There was never any revenue and has not been active at all.
Skyco Consulting, opened in 8/2010, this company has had no activity or revenue since prior to 2020. While open right now, it has no activity or revenue. I do plan to close this as well.
The DipIT is a product that I have a patent on. It is a fry holder with a condiment compartment. I am currently selling this product to stadiums and arena's. This is an active company/product

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, Scott Lindquist , 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, Scott Lindquist , 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.

Connect2Solutions LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Scott Lindquist SCOTT@CONNECT2SOLUTIONS.NET

Vice President

Title

05/05/2026 07:31:41 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: 04/03/2026

1) Proposer's Legal Name: Connect2Solutions LLC

2) Address of Place of Business: 1 DOTI CT

City: Huntington State/Province/ Territory: NY Zip/Postal Code: 11743

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: _____

5) Federal I.D. Number: 45-5112554

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:
Securitylinq Technology, Inc.- this company is not active at this time. No taxes filed since the 2009 year. No affiliation with

Connect2Solutions
Skyco Consulting Inc.-Currently active, will be shutting down within the next 3-6 months. No affiliation with Connect2Solutions
Sweepspot Consulting Services LLC-This company is not active, plan to dissolve. Have not submitted taxes since 2010 since there is no activity
The Dipit LLC-Currently active, it's more of a product for the food industry. I have a patent on a revised fry holder which has a condiment department. It's being used at TD Garden for all celtic and Bruin games. Makes no money though lol.

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 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 adhere 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;
04/18/2012

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.
Stephanie Lindquist 1 Doti Ct Huntington NY 11743
Scott Lindquist Doti Ct Huntington NY 11743

iii) Name, address and position of all officers and directors of the company. If none, explain.
Stephanie Lindquist 1 Doti Ct Huntington NY 11743 CEO
Scott Lindquist Doti Ct Huntington NY 11743 VP

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
5

vi) Annual revenue of firm;
3000000

vii) Summary of relevant accomplishments
Company has recently become a M/WBE

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.
14 years experience in selling and procuring cyber security products to enterprise level customers

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 | Verisk Analytics | | |
| Contact Person | Jim Cassata | | |
| Address | 545 Washington Blvd | | |
| City | Jersey City | State/Province/Territory | NJ |
| Country | US | | |
| Telephone | (201) 469-2900 | | |

| | |
|---|---|
| Fax # | |
| E-Mail Address | jim.cassata@verisk.com |

| | | | |
|---|---|---|---|
| Company | Climb Channel Solutions | | |
| Contact Person | Joseph Abruzzo | | |
| Address | 4 Industrial Way West | | |
| City | Eatontown | State/Province/Territory | NJ |
| Country | US | | |
| Telephone | (732) 953-5617 | | |
| Fax # | | | |
| E-Mail Address | JosephA@climbcs.com | | |

| | | | |
|---|---|---|---|
| Company | Thales Group | | |
| Contact Person | Michael Deeb | | |
| Address | 2733 Crystal Drive | | |
| City | Arlington | State/Province/Territory | VA |
| Country | US | | |
| Telephone | (508) 813-6886 | | |
| Fax # | | | |
| E-Mail Address | michael.deeb@Thalesgroup.com | | |

I, Scott Lindquist , 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, Scott Lindquist , 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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Name of submitting business: Connect2Solutions LLC

Electronically signed and certified at the date and time indicated by:
Scott Lindquist SCOTT@CONNECT2SOLUTIONS.NET

Vice President
Title

05/06/2026
Date

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-37-2026

| | |
|---|---|
| Subject: Rabies Vaccines | Date: May 8, 2026 |
| Department: Department of Shared Services, Office of Purchasing | Vendor Name: Boehringer Ingelheim Animal Health USA, Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-37-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Maria Mangibin, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/23/2026 | CPO | 7/2/26 | Budget |
| 6/29/26 | County Atty. | | County Exec. |
| 6/25/26 Insurance | | 7/3/26 | |
| Material Adverse Information Identified? [Yes _X_/No __] (If yes, attach memo.) | | | |

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Rabies Vaccines for the Nassau County Health Department.

**Discussion:** The Department of Shared Services, Office of Purchasing has determined that this is a sole source procurement. The Nassau County Health Department identified Boehringer Ingelheim Animal Health as the sole manufacturer of this product. Raboral V-RG is the only oral Rabies vaccine for raccoons and coyotes approved to use by the USDA. No other product provides equivalent or similar benefits that will meet the County's needs for this rabies vaccine.

**Impact on Funding:** 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 One Million, One Hundred Fifty-One Thousand Nine Hundred Seventy-One Dollars and Twenty Cents ($1,151,971.20) from general funds HEGEN2100. The 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 awarding a sole source blanket purchase order to Boehringer Ingelheim Animal Health.

2026 JUL -6 A 10:31
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-37-2026**

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

**DATE:** May 8, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY DEPARTMENT OF HEALTH

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 ONE MILLION ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS ($1,151,971.20) ON BEHALF OF THE DEPARTMENT OF HEALTH TO BOEHRINGER INGELHEIM ANIMAL HEALTH USA, INC.

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

VB: gb
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 2026

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 DEPARTMENT OF HEALTH, AND BOEHRINGER INGELHEIM ANIMAL HEALTH USA INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award to 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 Blanket Purchase Order with Boehringer Ingelheim Animal Health USA Inc.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

# OFFICE OF SHARED SERVICES

June 19, 2026

To: Robert Cleary, Chief Procurement and Compliance Officer

From: Claudia Colasurdo, Technical Coordinator II

Contract No.: A-37-2026

Subject: Adverse Information – MEMO

Vendor: Boehringer Ingelheim Animal Health USA, Inc.

On the Business History form, the vendor answered yes to Item #13. The vendor had an OSHA violation. OSHA issued a citation on March 28, 2024, noting that employer did not provide requisite formaldehyde information to employees around November 2023 and at times prior. Boehringer completed the abatement on April 23, 2024, and OSHA issued a final order on the citation May 14, 2024, noting completion. There was no fine issued.

On February 2026 there was a Rabies vaccine recall. The vendor reports that it enacted a Voluntary Stop Distribution and Sale following a complaint received from a customer regarding three vials of deionized water diluent which were potentially mislabeled with USDA Label 105966 for Code 1905.26. Out of precaution, all 6,459 units of Code 1905.26, Serial 18684; 6,433 units of Rabies Vaccine, Killed Virus, Code 1905.27, Serial 22150; and 6,459 units of Code 1905.27, Serial 22151, were stopped at their facility and were destroyed. The vendor took additional market action for Code 1905.26, Serial 18665. The vendor provided customer contact scripts instructing customers to return products to them. The vendor provided an investigation summary to the USDA that indicated the root cause analysis determined the mislabeling of sterile diluent was due to a line clearance error during the filling process. They submitted a corrective action plan including effectiveness checks for three months following completion of the plan. There were no fines.

In March 2024 the FDA issued a warning letter regarding SENVELGO for making false or misleading claims about its safety and effectiveness. The promotional materials in question

were removed from distribution and the claims were revised in accordance with FDA guidance. There was no fine.

In 2023 there was an Anti-trust/price-fixing fine. It was not Animal Health-related but was a fine imposed by the European Commission against the vendor's German affiliate, Boehringer Ingelheim, in October 2023 relating to price fixing of the active pharmaceutical ingredient N-Butyl bromide Scopolamine/Hyoscine (SNBB). The European Commission confirmed that Alkaloids of Australia, Alkaloids Corp., Boehringer, Linnea, and Transo-Pharm all admitted involvement in the cartel and agreed to settle the investigation with the fine.

The Department has reviewed the above information and finds the vendor responsible for this award.

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**The .gov means it's official.**
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

**The site is secure.**
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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# Violation Detail

**Standard Cited**: 19101048 M01 III *Formaldehyde.*

**Inspection Nr:** 1707917.015

**Citation:** 01001

**Citation Type:** Other

**Abatement Status:** Abatement Completed

**Initial Penalty:** $0.00

**Current Penalty:** $0.00

**Issuance Date:** 03/28/2024

**Nr Instances:** 1

**Nr Exposed:** 20

**Abatement Date:** 04/23/2024

**Gravity:**

**Report ID:** 0418100

**Contest Date:**

**Final Order:** 05/14/2024

**Related Event Code (REC):** C

**Emphasis:**

**Substance:** 1290

## Penalty and Failure to Abate Event History

| Type | Latest Event | Event Date | Penalty | Abatement Due Date | Citation Type | Failure to Abate Inspection |
|---|---|---|---|---|---|---|
| Penalty | Z: Issued | 03/28/2024 | $0.00 | 04/23/2024 | Other | |

**Text For Citation:** 01 **Item/Group:** 001 **Hazard:**

29 CFR 1910.1048(m)(1)(iii): Employers shall include formaldehyde in the hazard communication program established to comply with the HCS (◆ 1910.1200). Employers shall ensure that each employee has access to labels on containers of formaldehyde and to safety data sheets, and is trained in accordance with the requirements of HCS and paragraph (n) of this section. a) Laboratory: On or about 11/02/2023, and at times prior, the employer exposed employees to chemical hazards in that the employer did not include formaldehyde information, including but not limited to, labeling, safety data sheets, and training, in the hazard communication program.

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# Inspection Detail

**Case Status: CLOSED**

## Inspection: 1707917.015 - Boehringer Ingelheim Animal Health Usa Inc.

**Inspection Information - Office: Atlanta East Area Office**

**Inspection Nr**: 1707917.015

**Report ID**: 0418100

**Date Opened**: 11/02/2023

**Site Address**:
Boehringer Ingelheim Animal Health Usa Inc.
1168 Airport Parkway
Gainesville, GA 30501

**Union Status**: NonUnion

**SIC**:

**NAICS**: 325412/Pharmaceutical Preparation Manufacturing

**Mailing Address**:
1168 Airport Parkway, Gainesville, GA 30501

**Inspection Type**: Complaint

**Scope**: Partial

**Advanced Notice**: N

**Ownership**: Private

**Safety/Health**: Health

**Close Conference**: 03/05/2024

**Emphasis**:

**Case Closed**: 10/16/2024

**Related Activity**

| Type | Activity Nr | Safety | Health |
|---|---|---|---|
| Complaint | 2078792 | | Yes |

**Case Status: CLOSED**

## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| Initial Violations | | | | 1 | | 1 |
| Current Violations | | | | 1 | | 1 |
| Initial Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| Current Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| FTA Penalty | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event | Note |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | 01001 | Other | 19101048 M01 III | 03/28/2024 | 04/23/2024 | $0 | $0 | $0 | | Z - Issued | |



**U.S. DEPARTMENT OF LABOR**

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

**FEDERAL GOVERNMENT**

White House

Benefits.gov

Coronavirus Resources

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# Inspection Detail

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**Ownership**: Private

**Safety/Health**: Health

**Close Conference**: 03/05/2024

**Emphasis**:

**Case Closed**: 10/16/2024

**Related Activity**

| Type | Activity Nr | Safety | Health |
|---|---|---|---|
| Complaint | 2078792 | | Yes |

**Case Status: CLOSED**

## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| Initial Violations | | | | 1 | | 1 |
| Current Violations | | | | 1 | | 1 |
| Initial Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| Current Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| FTA Penalty | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event | Note |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | 01001 | Other | 19101048 M01 III | 03/28/2024 | 04/23/2024 | $0 | $0 | $0 | | Z - Issued | |



**U.S. DEPARTMENT OF LABOR**

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200 Constitution Ave NW
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1-800-321-6742
www.osha.gov

**FEDERAL GOVERNMENT**

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

## Mangibin, Maria

**From:** Mark.Bounds@boehringer-ingelheim.com
**Sent:** Thursday, June 4, 2026 4:41 PM
**To:** Mangibin, Maria
**Subject:** RE: Insurance Forms

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Hi Maria,

Here is the information requested:

**OSHA violations** (if not already provided)- Information already provided

**Rabies vaccine recall** (February 2026) and relation to the product we are purchasing
We enacted a Voluntary Stop Distribution and Sale following a complaint received from a customer regarding three vials of deionized water diluent which were potentially mislabeled with USDA Label 105966 for Code 1905.26. Out of precaution, all 6,459 units of Code 1905.26, Serial 18684; 6,433 units of Rabies Vaccine, Killed Virus, Code 1905.27, Serial 22150; and 6,459 units of Code 1905.27, Serial 22151, were stopped at our facility. and were destroyed. We took additional market action for Code 1905.26, Serial 18665. We provided customer contact scripts instructing customers to return products to us. We provided an investigation summary to the USDA that indicated the root cause analysis determined the mislabeling of sterile diluent was due to a line clearance error during the filling process. We submitted corrective action plan including effectiveness checks for three months following completion of the plan. There were no fines.

**FDA warning letter** (March 2024)
FDA issued a warning letter regarding SENVELGO for making false or misleading claims about its safety and effectiveness. There was no fine. The promotional materials in question were removed from distribution and the claims were revised in accordance with FDA guidance.

**Anti-trust / price-fixing** fine (2023). This was not related to the Animal Health business

Thank you

**Mark Bounds**
**AD, Credit Collections & AR**

Boehringer Ingelheim Animal Health USA Inc.
1730 Olympic Drive | Athens (U.S.) GA 30601

T +1 (706) 552-2426
M +1 (706) 836-9382
E Mark.Bounds@boehringer-ingelheim.com

## Mangibin, Maria

**From:** Mark.Bounds@boehringer-ingelheim.com
**Sent:** Wednesday, June 17, 2026 5:11 PM
**To:** Mangibin, Maria
**Subject:** RE: Insurance Forms

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Hi Maria,

It came back fast...here you go:

OSHA issued a citation on March 28, 2024 noting that employer did not provide requisite formaldehyde information to employees around November 2023 and at times prior. Boehringer completed abatement on April 23, 2024 and OSHA issued a final order on the citation May 14, 2024, noting completion. There was no fine issued.

For the price fixing inquiry, it was not Animal Health-related, but from public searching we found a fine imposed by the European Commission against our German affiliate, Boehringer Ingelheim, in October 2023 relating to price fixing of the active pharmaceutical ingredient N-Butylbromide Scopolamine/Hyoscine (SNBB). Details on the fine and settlement are available at Commission fines pharma companies

**Mark Bounds**
**AD, Credit Collections & AR**

Boehringer Ingelheim Animal Health USA Inc.
1730 Olympic Drive | Athens (U.S.) GA 30601

T +1 (706) 552-2426
M +1 (706) 836-9382
E Mark.Bounds@boehringer-ingelheim.com

Life forward

[illegible]

**From:** Mangibin, Maria <MMangibin@nassaucountyny.gov>
**Sent:** Wednesday, June 17, 2026 4:28 PM
**To:** Bounds,Mark (FACT) BIAH-US-A <Mark.Bounds@boehringer-ingelheim.com>
**Subject:** RE: Insurance Forms
**Importance:** High

**CAUTION: Do not click links, scan QR codes, or open attachments unless you trust the sender;** this email is from an **external sender** (outside Boehringer Ingelheim).

Okay, please keep me updated. Thank you.

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:
Mark Bounds [MARK.BOUNDS@BOEHRINGER-INGELHEIM.COM]

Dated: 02/03/2026 01:11:27 pm

Vendor: Boehringer Ingelheim Animal Health USA Inc.

Title: Associate Director

**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: Mark Loutensock
   Date of birth: 05/23/1972
   Home address: 100 Cottage Gate Ln
   City: Roswell State/Province/ Territory: GA Zip/Postal Code: 30076
   Country: US

   Business Address: 3239 Satellite Blvd
   City: Duluth State/Province/ Territory: GA Zip/Postal Code: 30096
   Country US
   Telephone: 8886374251

   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 | 12/01/2024 | 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, Mark Loutensock , 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, Mark Loutensock , 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.

Boehringer Ingelheim Animal Health USA Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Loutensock MARK.LOUTENSOCK@BOEHRINGER-INGELHEIM.COM

SVP, Finance
Title

05/19/2026 03:41:54 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: 03/05/2026

1) Proposer's Legal Name: Boehringer Ingelheim Animal Health USA Inc.

2) Address of Place of Business: 3239 Satellite Blvd

City: Duluth State/Province/ Territory: GA Zip/Postal Code: 30096

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: 007134091

5) Federal I.D. Number: 061049840

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:

Boehringer Ingelheim Animal Health International GmbH

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.

OSHA Violations

3 File(s) uploaded: OSHA Violation 2024 Detail.pdf, OSHA Violation 2024a.pdf, OSHA Violation 2024a.pdf

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 exists- if a conflict of interest should arise guidance should be sought from the County,

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

No conflicts exists- if a conflict of interest should arise guidance should be sought from the County,

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

No conflicts exists- if a conflict of interest should arise guidance should be sought from the County,

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

annual compliance training provided to all employees

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;
08/27/1981

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 Attached Officer List

1 File(s) uploaded: Boehringer Ingelheim Animal Health USA Inc. Officer List .docx

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

1 File(s) uploaded: Boehringer Ingelheim Animal Health USA Inc. Officer List .docx

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
3000

vi) Annual revenue of firm;
100000000

vii) Summary of relevant accomplishments
Boehringer Ingelheim Animal Health is a global leader in animal health with innovative products with a focus on prevention.

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.
Boehringer Ingelheim is a major contributor to wildlife rabies control through its development and production of Raboral V-RG®, an oral rabies vaccine. This vaccine plays a crucial role in preventing the spread of rabies in wildlife populations.

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 | Gerresheimer Glass Inc. | | |
| Contact Person | Kimberly Depula | | |
| Address | 8700 Cardiff Court | | |
| City | Raleigh | State/Province/Territory | NC |

| | |
|---|---|
| Country | US |
| Telephone | (856) 794-5605 |
| Fax # | |
| E-Mail Address | accountsreceivable@Gerresheimer.com |

| | | | |
|---|---|---|---|
| Company | Argenta US Manufacturing, LLC | | |
| Contact Person | Jaffer Kazmi | | |
| Address | 12707 Shawnee Mission Parkway | | |
| City | Shawnee | State/Province/Territory | KS |
| Country | US | | |
| Telephone | (913) 268-2012 | | |
| Fax # | | | |
| E-Mail Address | akazmi@trirx.com | | |

| | | | |
|---|---|---|---|
| Company | Datwyler Pharma Packaging | | |
| Contact Person | Jill Phillips | | |
| Address | 9012 Pennsauken Highway | | |
| City | Pennsauken | State/Province/Territory | GA |
| Country | US | | |
| Telephone | (609) 206-5583 | | |
| Fax # | (609) 206-5583 | | |
| E-Mail Address | jill.phillips@datwlyler.com | | |

I, Mark Bounds , 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, Mark Bounds , 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.

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Name of submitting business: Boehringer Ingelheim Animal Health USA Inc.

Electronically signed and certified at the date and time indicated by:
Mark Bounds MARK.BOUNDS@BOEHRINGER-INGELHEIM.COM

Associate Director
Title

03/05/2026
Date

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Occupational Safety and Health Administration

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# Violation Detail

**Standard Cited**: 19101048 M01 III *Formaldehyde*.

**Inspection Nr:** 1707917.015

**Citation:** 01001

**Citation Type:** Other

**Abatement Status:** Abatement Completed

**Initial Penalty:** $0.00

**Current Penalty:** $0.00

**Issuance Date:** 03/28/2024

**Nr Instances:** 1

**Nr Exposed:** 20

**Abatement Date:** 04/23/2024

**Gravity:**

**Report ID:** 0418100

**Contest Date:**

**Final Order:** 05/14/2024

**Related Event Code (REC):** C

**Emphasis:**

**Substance:** 1290

## Penalty and Failure to Abate Event History

| Type | Latest Event | Event Date | Penalty | Abatement Due Date | Citation Type | Failure to Abate Inspection |
|---|---|---|---|---|---|---|
| Penalty | Z: Issued | 03/28/2024 | $0.00 | 04/23/2024 | Other | |

**Text For Citation:** 01 **Item/Group:** 001 **Hazard:**

29 CFR 1910.1048(m)(1)(iii): Employers shall include formaldehyde in the hazard communication program established to comply with the HCS (◆ 1910.1200). Employers shall ensure that each employee has access to labels on containers of formaldehyde and to safety data sheets, and is trained in accordance with the requirements of HCS and paragraph (n) of this section. a) Laboratory: On or about 11/02/2023, and at times prior, the employer exposed employees to chemical hazards in that the employer did not include formaldehyde information, including but not limited to, labeling, safety data sheets, and training, in the hazard communication program.

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# Inspection Detail

**Case Status: CLOSED**

## Inspection: 1707917.015 - Boehringer Ingelheim Animal Health Usa Inc.

**Inspection Information - Office: Atlanta East Area Office**

**Inspection Nr**: 1707917.015

**Report ID**: 0418100

**Date Opened**: 11/02/2023

**Site Address**:
Boehringer Ingelheim Animal Health Usa Inc.
1168 Airport Parkway
Gainesville, GA 30501

**Union Status**: NonUnion

**SIC**:

**NAICS**: 325412/Pharmaceutical Preparation Manufacturing

**Mailing Address**:
1168 Airport Parkway, Gainesville, GA 30501

**Inspection Type**: Complaint

**Scope**: Partial

**Advanced Notice**: N

**Ownership**: Private

**Safety/Health**: Health

**Close Conference**: 03/05/2024

**Emphasis**:

**Case Closed**: 10/16/2024

**Related Activity**

| Type | Activity Nr | Safety | Health |
|---|---|---|---|
| Complaint | 2078792 | | Yes |

**Case Status: CLOSED**

## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| Initial Violations | | | | 1 | | 1 |
| Current Violations | | | | 1 | | 1 |
| Initial Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| Current Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| FTA Penalty | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event | Note |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | 01001 | Other | 19101048 M01 III | 03/28/2024 | 04/23/2024 | $0 | $0 | $0 | | Z - Issued | |



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Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

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## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| Initial Violations | | | | 1 | | 1 |
| Current Violations | | | | 1 | | 1 |
| Initial Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| Current Penalty | $0 | $0 | $0 | $0 | $0 | $0 |
| FTA Penalty | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event | Note |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | 01001 | Other | 19101048 M01 III | 03/28/2024 | 04/23/2024 | $0 | $0 | $0 | | Z - Issued | |



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1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

Boehringer Ingelheim

# Credit Information

| | |
|---|---|
| **Account Name:** | Boehringer Ingelheim Animal Health USA Inc. |
| **Headquarters:** | 3239 Satellite Blvd # 500<br>Duluth, GA 30096 |
| **Federal Employer's Id #** | 06-1049840 |
| **Dun & Bradstreet #** | 00-713-4091 |

**Accounts Payable Contact:** P2P.PH@Boehringer-Ingelheim.com
1-800-203-2916

**Principal Officer(s):**

| | |
|---|---|
| Mr. Peter Ploeger | Country Managing Director of U.S. Animal Health |
| Mr. Mark Loutensock | Sr. Vice President, Finance U.S. Animal Health |
| Mr. Christian Schwerd | Sr. Vice President, Legal & Compliance Animal Health & Secretary |

**Bank Reference:**

JPMorgan Chase Bank, N.A.
277 Park Avenue
New York, NY 10172
Account No: 662588893
Tel. +1 (212) 272-2000

**Credit References:**

Gerresheimer Glass Inc.
Contact: Kimberly Depula
8700 Cardiff Court
Raleigh, NC 27615 USA
E-Mail: accountsreceivable@Gerresheimer.com
P: 856-794-5605 x5605

CRB Builders, LLC
Contact: Derrick Green - Controller
701 Emmerson Road
St. Louis, MO 63141
E-Mail: accounts.payable@crbgroup.com
P: 203-733-6539

Datwyler Pharma Packaging
Contact: Jill Phillips – Accounting Mgr
9012 Pennsauken Highway
Pennsauken, NJ 08110
E-Mail: jill.phillips@datwyler.com
P: 609-206-5583

Corporate Imaging Concepts, LLC
Contact: Paul Stombaugh, CPA
308 Wainwright Drive
Northbrook, IL 60062
E-Mail: pauls@corp-imaging.com
P: 570-274-9985

COUNTY OF NASSAU

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

1. Name of the Entity: Boehringer Ingelheim Animal Health USA Inc.

Address: 3239 Satellite Blvd

City: DULUTH State/Province/Territory: GA Zip/Postal Code: 30096

Country: US

2. Entity's Vendor Identification Number: 061049840

3. Type of Business: Other (specify) C Corporation, Privately Held

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):

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.

BIAHUSA's stockholder entity and address is Boehringer Ingelheim Animal Health International GmbH, Binger Strasse 173 55216 Ingelheim am Rhein Germany

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.

not applicable

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):

N/A

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

N/A

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

N/A

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

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

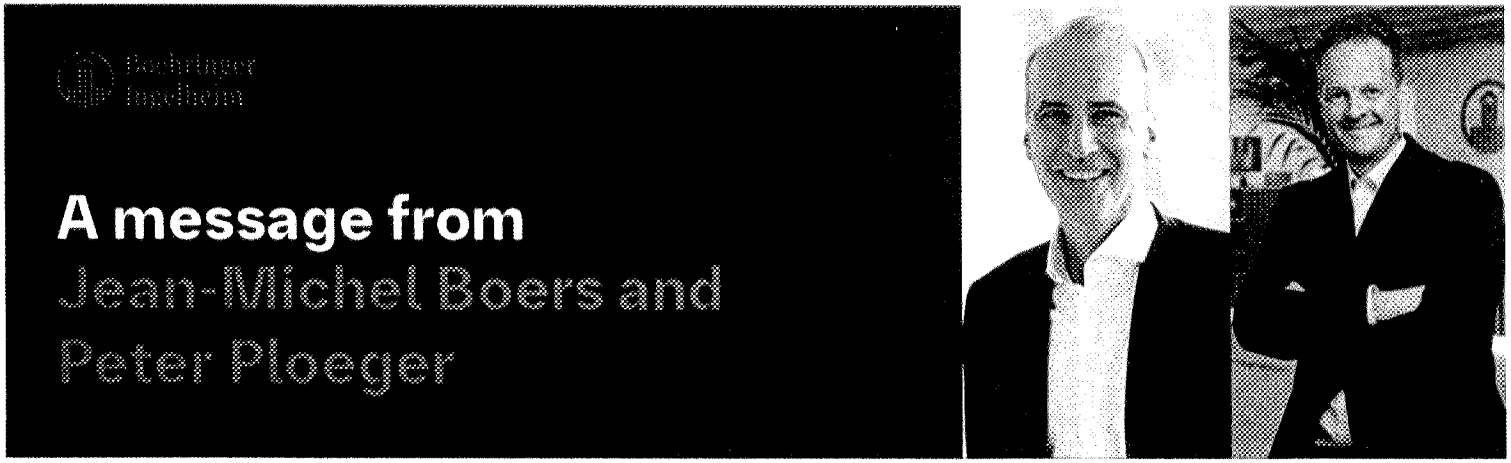
Electronically signed and certified at the date and time indicated by:
Mark Bounds [MARK.BOUNDS@BOEHRINGER-INGELHEIM.COM]

Dated: 05/01/2026 07:58:27 am

Title: Associate Director Boehringer Ingelheim Animal Health USA Inc

**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.

**From:** Boers,Jean-Michel (Country Mgmt) BI-US-R <jean-michel.boers@boehringer-ingelheim.com>
**Sent:** Tuesday, August 6, 2024 12:12 PM
**Cc:** Ploeger,Peter (HP Country Mgmt) BI-ES-S <peter.ploeger@boehringer-ingelheim.com>
**Subject:** Organizational Announcement - U.S. Group Functions Leadership Teams




Dear Colleagues,

Earlier today we announced the new U.S. structure that will create two separately operating units, U.S. Animal Health, and U.S. Human Pharma, that will ensure U.S. market considerations are built into overall corporate strategies with more focus on launch excellence locally. Under this new structure that will include two U.S. Country Managing Directors, we are pleased to announce the new **U.S. Animal Health dedicated group functions leaders** who will report directly to **Peter Ploeger**.

**Mark Loutensock**, current Vice President and Chief Financial Officer, Boehringer Ingelheim Mexico, will be appointed as Head of Finance, U.S. Animal Health, effective December 1, 2024.

Mark joined Boehringer Ingelheim in 2010 as an Associate Director, Financial Planning & Analysis at Ben Venue Laboratories. During his tenure in the U.S., Mark spent four years as Vice President of Controlling for the U.S. Human Pharma business before taking an assignment in Ingelheim, Germany as Head of Global Business Controlling for Animal Health. Most recently, Mark has spent the past four years as Head of Finance for Boehringer Ingelheim Mexico. Mark will be relocating to Duluth, Georgia in the coming months.

**Christian Schwerd**, current Vice President, U.S. Animal Health Legal will be appointed as General Counsel, U.S. Animal Health effective October 1, 2024.

**BOEHRINGER INGELHEIM ANIMAL HEALTH USA INC. *F/K/A BOEHRINGER INGELHEIM VETMEDICA, INC. ("BIVI")***

Directors

| Name | Title | Address |
|---|---|---|
| Mr. Peter Ploeger | Chairman of the Board | 3239 Sate |
| Mr. Mark Loutensock | Director | 3239 Sate |
| Mr. Christian Schwerd | Director | 3239 Sate |
| Dr. Martin Schwarz | Director | Binger Str<br>55216 Ing |
| Mr. Fabio Paganini | Director | 3239 Sate |

Officers

| Name | Title | Address |
|---|---|---|
| Mr. Peter Ploeger | Country Managing Director of U.S. Animal Health | 3239 Sate |
| Mr. Fabio Paganini | President | 3239 Sate |
| Mr. Mark Loutensock | Sr. Vice President, Finance U.S. Animal Health | 3239 Sate |
| Mr. Christian Schwerd | Sr. Vice President, Legal & Compliance Animal Health and Secretary | 3239 Sate |

# REQUISITION

RULES
SOLE SOURCE
4-37-2026

RQHE26000138 31/MAR/2026

VENDOR:
BOEHRINGER INGELHEIM ANIMAL HEALTH USA I
3239 SATELLITE BLVD
DULUTH GA 30096

TEL:(888)637-4251
FAX:( ) -

REQUISITIONER:
HE HEALTH DEPARTMENT
200 COUNTY SEAT DRIVE
MINEOLA NY 11501-0000
DEBBIE NICOSIA/LORA JEAN DENICOLA
TEL:(516)227-8719
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 875-58 | 403.00 | BOX | 561.6000 | 226,324.80 |

PHARMACEUTICALS, VETERINARY (ANIMAL)
RABORAL V-RG FISHMEAL POLYMER, SOLD PER DOSE IN QUANTITIES OF 360 DOSES PER BOX, (145,080 DOSES).
ITEM #128425
PREFERRED DELIVERY DATE SEPTEMBER 2026.

ESTIMATED TOTAL: 226,324.80

Boehringer Ingelheim



**Lauren Fifer**
T +1 (678) 492-2518

Lauren.Fifer@ boehringer-ingelheim.com

Boehringer Ingelheim
**Veterinary Public Health**

# Product Quote

**Quote for: Deborah Nicosia**
**Nassau Department of Public Health**
**200 County Seat Dr**
**Mineola, New York 11501-4807**

**We look forward to partnering with you!**
The following quote for RABORAL V-RG is inclusive of all shipping costs.

**January 1, 2026 - December 31, 2026**

Product: 128425 RABORAL V-RG Fishmeal Polymer (sold in quantities of 360)
Price per dose: $1.56

**Effective January 1, 2027**

Product: 128425 RABORAL V-RG Fishmeal Polymer (sold in quantities of 360)
Price per dose: $1.60

| Purchase Year | Price per Dose | Quantity | Total per Year |
|---|---|---|---|
| 2026 | 1.56 | 144,720 | 225,763.20 |
| 2027 | 1.60 | 144,720 | 231,552.00 |
| 2028 | 1.60 | 144,720 | 231,552.00 |
| 2029 | 1.60 | 144,720 | 231,552.00 |
| 2030 | 1.60 | 144,720 | 231,552.00 |
| **Total** | | | **1,151,971.20** |

Please reach out with questions.

Warm regards,

Lauren Fifer

Associate Manager, Veterinary Public Health

***Life forward***

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

IRINA GELMAN, DPM, PhD, MPH
Commissioner of Health

NASSAU COUNTY DEPARTMENT OF HEALTH

FISCAL UNIT

# *Inter-Departmental Memo*

**To:** Robert Cleary, Chief Procurement and Compliance Officer

**From:** Paul Broderick – Deputy Commissioner for Administration - Health

**Date:** March 23, 2026

**Subject:** Rabies baiting/vaccine – Boehringer Ingelheim

Nassau County Department of Health is requesting sole-source approval for purchase of Raboral V-RG from Boehringer Ingelheim.

As explained in the attached sole-source letter, Boehringer Ingelheim is the sole manufacturer and distributor of this product.

Raboral V-RG is the only oral Rabies vaccine for raccoons and coyotes approved to use by USDA.

Thank you,

Sincerely,

Paul Broderick
Deputy Commissioner for Administration

200 COUNTY SEAT DRIVE, MINEOLA, NEW YORK 11501
Phone: 516-227-9500 Fax: 516-227-9696

Boehringer Ingelheim

Date March 23, 2026



Joanne Maki

T +1 (706) 714-7463

joanne.maki@boehringer-ingelheim.com

Boehringer-Ingelheim
Veterinary Public Health

Nassau Department of Public Health
200 County Seat Dr.
Mineola, NY, 11501-4807

To whom it may concern,

Boehringer Ingelheim Animal Health USA Inc. is pleased to support your agency's rabies control program in Nassau County, New York. As the sole manufacturer and distributor of RABORAL V-RG®, a product registered to Boehringer Ingelheim Animal Health USA Inc., we are proud to offer your agency the only licensed oral rabies vaccine for raccoons and coyotes approved for use in the United States by the United States Department of Agriculture.

Please contact our veterinary public health team if you have any questions or require additional information.

Warm regards,

Joanne Maki

Joanne Maki, Senior Veterinarian, US Veterinary Public Health

## Nicosia, Debora

**From:** Malhame, Allison
**Sent:** Monday, March 23, 2026 4:17 PM
**To:** Sherman, Heather; Cleary, Robert
**Cc:** Broderick, Paul; Nicosia, Debora
**Subject:** RE: Rabies Baiting/Vaccine - Boehringer Ingelheim

Heather,

This sole source procurement is approved.

Thank you,

Allison

Allison E. Malhame, CPA
Chief Deputy Commissioner
Nassau County Department of Shared Services
One West Street, Room 100
Mineola, NY 11501
(516) 571-5801
amalhame@nassaucountyny.gov

**From:** Sherman, Heather <HSherman@nassaucountyny.gov>
**Sent:** Monday, March 23, 2026 4:00 PM
**To:** Malhame, Allison <AMalhame@nassaucountyny.gov>; Cleary, Robert <RCleary@nassaucountyny.gov>
**Cc:** Broderick, Paul <PBroderick@nassaucountyny.gov>; Nicosia, Debora <DNicosia@nassaucountyny.gov>
**Subject:** Rabies Baiting/Vaccine - Boehringer Ingelheim

Good afternoon,

Attached please find our request to approve Boehringer Ingelheim as the sole source for Raboral V-RG.

A product quote and sole source letter is also attached.
Please review and let us know if you have any questions

***Heather Sherman***
Accounting Systems Specialist
Nassau County Department of Health
200 County Seat Drive, Mineola, NY 11501
(O): (516) 227-8605
Email: hsherman@nassaucountyny.gov

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public

Highlights 2025

# Shaping connections

Boehringer Ingelheim

# Our Company

Our purpose is to transform the lives of patients and animals for generations. It brings a strong sense of urgency to the work of our more than 54,000 employees, especially in areas where the medical need for innovation is high.

Building on more than 140 years of scientific innovation, we now have the richest Human Pharma pipeline to date and are committed to introducing new treatments in therapeutic areas including cardiovascular, renal and metabolic health, cancer, eye health, inflammatory diseases, obesity and liver health.

Our Animal Health business plays a key role in the fight against transboundary diseases such as avian influenza, the bluetongue virus and foot and mouth disease, and operates at the intersection of public, animal, and environmental health. It is also one of the world's leading providers of therapeutics and preventive care for pets.

Boehringer Ingelheim has been family-owned since it was founded in 1885. In 2025, the company generated sales of EUR 27.8 billion and invested EUR 5.8 billion in research and development for Human Pharma alone, making it one of the world's top 20 pharmaceutical companies.

# Content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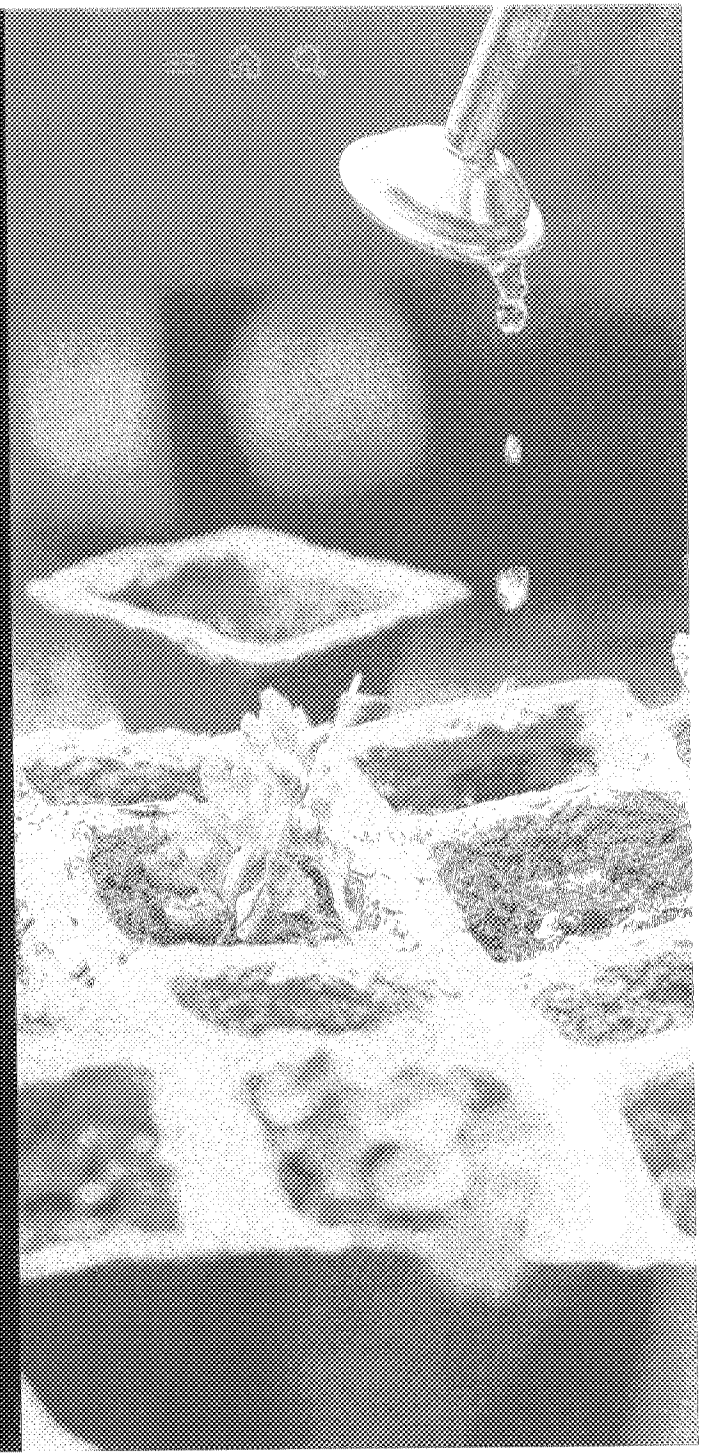
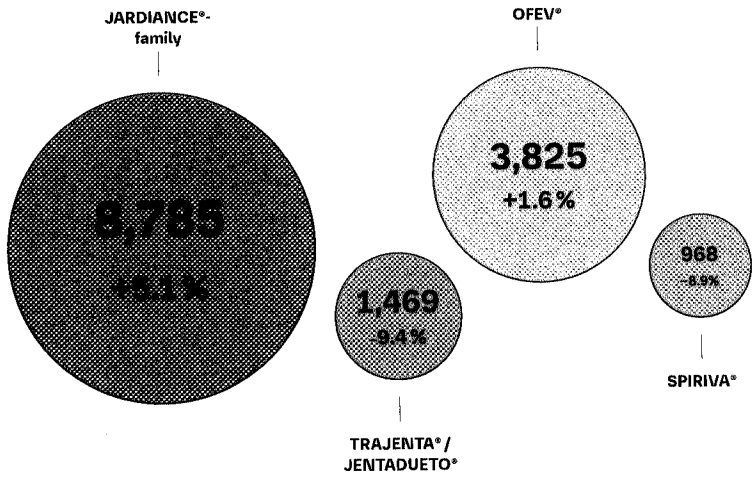
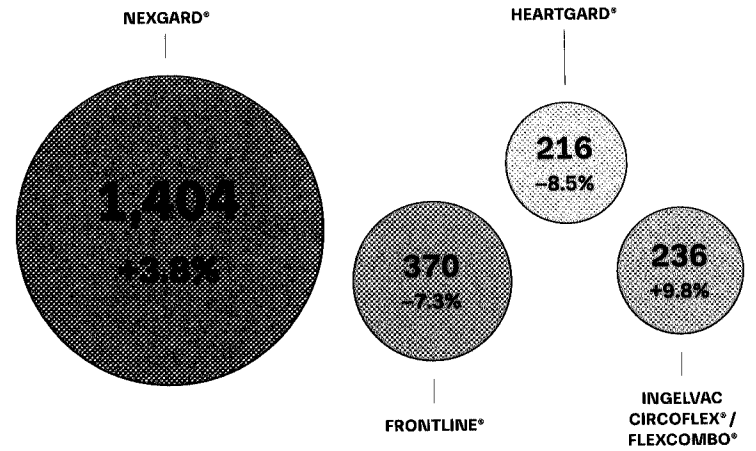


**Top 4 products –**
**Human Pharma (Net sales 2025)** (in EUR million)




**Top 4 products –**
**Animal Health (Net sales 2025)** (in EUR million)




**Financial Highlights**

| Amounts in EUR million, unless otherwise indicated | 2025 | 2024 | Change |
|---|---|---|---|
| **Net sales** | **27,751** | **26,796** | **+4%** |
| by region: | | | |
| Americas | 44% | 46% | |
| Europe | 38% | 35% | |
| Asia/Australia/Africa (AAA) | 18% | 19% | |
| by business: | | | |
| Human Pharma | 82% | 82% | |
| thereof: BioXcellence | 5% | 5% | |
| Animal Health | 18% | 18% | |
| Other sales | <1% | <1% | |
| Research and development expenses | 6,353 | 6,212 | +2% |
| Average headcount | 54,346 | 54,543 | –0% |
| Investments in tangible assets | 1,118 | 1,152 | –3% |

# The Shareholders' Perspective

Dear Reader,

At Boehringer Ingelheim we see our purpose in serving patients, in "Transforming lives for generations" as we defined it. Our unique structure allows us to do this with a very long perspective. Believing in the power of innovation, persistently pursuing breakthroughs, and putting long-term impact over short-term returns by continuously committing to invest above industry standards enables us to deliver towards our purpose.

The successful registration and launch of JASCAYD® and HERNEXEOS® in 2025 are clear proof of our ability to innovate and to address high unmet medical need. These new products have also been recognized externally by the US FDA as breakthrough therapies (Breakthrough Therapy Designation) already early on in their development. Looking ahead, the company aims for up to 20 new launches in Human Pharma until 2030, driving the renewal of our portfolio.

After 18 years of dedicated and successful stewardship of the organization my cousin Christian Boehringer handed over the baton to me. On behalf of the shareholders as well as the entire Boehringer Ingelheim organization I would like to thank him for the many years of service. With Shashank Deshpande taking over the Chairmanship of the Board of Managing Directors from me and Harsha Deshmukh joining the company at the beginning of 2026, I would also like to thank the Board of Managing Directors for their leadership into the next cycle of innovation and launches during 2025.

Success is the result of the combined commitment of all employees at Boehringer Ingelheim. The contribution of each and every one is critical to us achieving our goals. On behalf of the shareholders, I therefore would like to thank our more than 54,000 employees for a successful 2025.

Aspiring to achieve medical breakthroughs, we know that we cannot succeed alone. We stand on the fundaments of a thriving ecosystem of academic and research communities, which enables the detection and addressing of emerging health threats. Partnerships throughout the value chain are key to our ability to deliver. I also would like to thank all our partners who supported us on our journey.

To be able to reach patients we depend on an environment where regulators and governments appreciate the value we add to the system and embrace the power of technology to drive innovation in all areas of the health continuum. Innovating together will serve the needs of patients and ensure Boehringer Ingelheim's competitiveness in an ever more competitive environment.

signed by
Hubertus von Baumbach
Chairman of the Shareholders' Committee

# The Board of Managing Directors

**Dr. Armin Wiesler**

**Frank Hübler**

**Shashank Deshpande**

**Dr. Paola Casarosa**

**Michael Schmelmer**

# Key Aspects 2025

Dear Reader,

2025 was a year defined by meaningful progress across both our Human Pharma and Animal Health businesses. We made significant strides in advancing our strategic plan and delivering on our long-term commitment to the patients, communities, and animals we serve.

We achieved 7.3% sales growth in constant currencies, with both Human Pharma and Animal Health contributing meaningfully. This marks more than a decade of consecutive annual sales growth — a testament to our long-term strategy rooted in science, innovation, and patient focus.

In Human Pharma, our core products JARDIANCE® and OFEV® once again demonstrated the strength of our portfolio and our purpose: improving outcomes for patients living with serious, often life-limiting diseases.

This past year, we also strengthened our portfolio with two important launches. JASCAYD® (nerandomilast) was approved in both the US and China and represents the first innovative therapy for idiopathic pulmonary fibrosis in more than a decade. HERNEXEOS® (zongertinib) marked our return to oncology, providing a new treatment option for people with HER2-mutant advanced non-small cell lung cancer. Both products were granted Breakthrough Therapy Designation by the US FDA.

Across Animal Health, our teams made true contributions in 2025. Working side by side with farmers, veterinarians, and governments, they helped combat diseases such as avian influenza, foot-and-mouth disease, and bluetongue virus serotype 3 (BTV-3). BULTAVO® 3, the first vaccine to prevent both clinical signs and mortality from BTV-3, was a key contributor, as was VAXXITEK® HVT+IBD+H5, our advanced trivalent poultry vaccine. NEXGARD® continued its trajectory as the leading parasiticide brand worldwide.

## Strong R&D pipeline in Human Pharma

Innovation is and remains our cornerstone. In 2025, we invested EUR 6.4 billion in R&D — 22.9% of sales — placing us among the strongest R&D investors in the industry. Our pipeline now includes more than 80 projects, and over the next years we anticipate a wave of new therapy approvals, including for survodutide, our novel dual agonist targeting obesity and fatty liver disease also known as MASH.

As a family-owned company active in more than 130 countries across human and animal health, we take the long view. We choose to lead in areas of profound medical and societal need. And we continue to advocate for a shift in healthcare from late intervention to early action, working closely with governments, health authorities, care providers, patients, and communities to strengthen prevention, early detection, and integrated approaches to care.

To our employees and partners around the world we want to say: thank you. Your passion, expertise, and dedication make every accomplishment possible. Together, we are shaping a healthier future for generations to come.

signed by
Shashank Deshpande

signed by
Michael Schmelmer

signed by
Dr. Paola Casarosa

signed by
Frank Hübler

signed by
Dr. Armin Wiesler

# Corporate Bodies

## Shareholders' Committee

**Hubertus von Baumbach**
Chairman of the Shareholders' Committee
(from 01.07.2025)

**Christian Boehringer**
Chairman of the Shareholders' Committee
(until 30.06.2025)
Member of the Shareholders' Committee
(from 01.07.2025)

**Christoph Boehringer**

**Erich von Baumbach** (until 30.06.2025)

**Isabel Boehringer**

**Dr. Mathias Boehringer**

**Dr. Michel Pairet**

## Board of Managing Directors

**Shashank Deshpande**
Member of the Board of Managing
Directors, Human Pharma
(until 30.06.2025)
Chairman of the Board of Managing
Directors, Human Pharma
(from 01.07.2025)

**Hubertus von Baumbach**
Chairman of the Board of Managing
Directors (until 30.06.2025)

**Michael Schmelmer**
Vice Chairman of the Board of Managing
Directors, Group Functions
(until 31.03.2026)
Vice Chairman of the Board of Managing
Directors, Human Resources,
Legal & Compliance,
Global Facilities & Engineering
(from 01.04.2026)

**Dr. Paola Casarosa**
Member of the Board of Managing
Directors, Innovation

**Harsha Deshmukh**
Member of the Board of Managing
Directors (from 01.02.2026 )
IT and Global Business Services
(from 01.04.2026)*

**Frank Hübler**
Member of the Board of Managing
Directors, Finance

**Dr. Armin Wiesler**
Member of the Board of Managing
Directors, Animal Health

## Advisory Board

**Dr. Nikolaus von Bomhard**
Chairman of the Advisory Board
Chairman of the Supervisory Board of
Münchener Rückversicherungs-
Gesellschaft AG

**Dr. Hagen Duenbostel**
Chairman of the Supervisory Board of
KWS SAAT SE & Co. KGaA and KWS SE
Deputy Chairman of the Supervisory
Boards of
Georg von Holtzbrinck GmbH & Co. KG and
Verlagsgruppe Georg von Holtzbrinck
GmbH, Stuttgart
Member of the Board of Directors of
HERO AG
Chairman of the Examination Board of
Max Planck Society for the Advancement
of Science e.V.

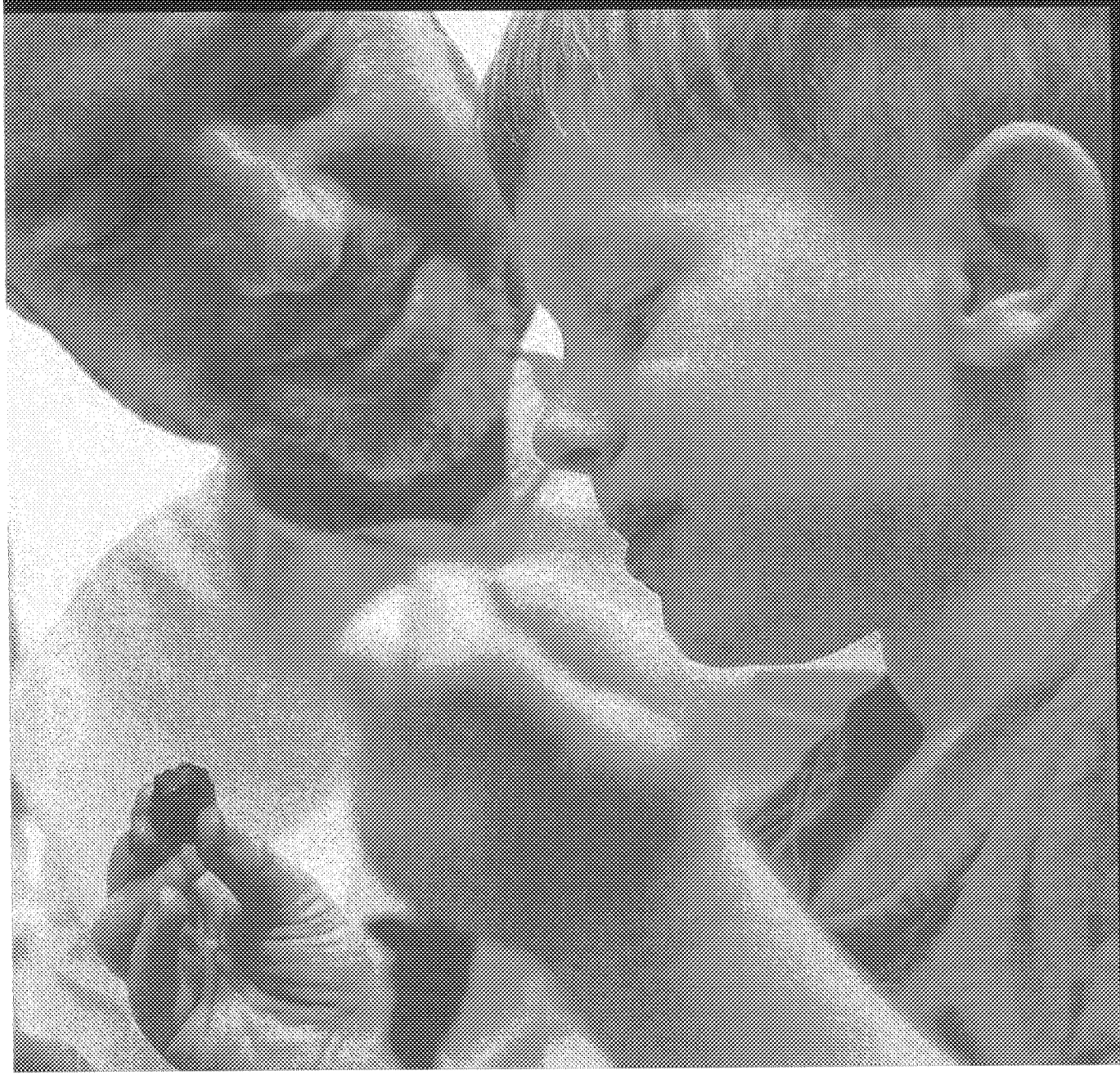
**Dr. Frank Mastiaux**
Former Chief Executive Officer of
EnBW Energie Baden-Württemberg AG
Chairman of the Supervisory Board of
Sunfire SE
Member of the Board of Directors of
Centrica PLC
Former Member of the Board of
Directors of Alstom S.A.

**Jan Rinnert**
Former CEO & Chairman of the Board of
Managing Directors of Heraeus Group

**Karl von Rohr**
Former President of Deutsche Bank AG
Member of the Supervisory Board of
DWS Group GmbH & Co. KGaA and
Brenntag SE as well as various
Company Advisory Boards
Member of the Management Board of
Hertie Foundation

**Angela Titzrath**
Former Chairwoman of the Executive
Board of Hamburger Hafen and Logistik AG
Member of the Supervisory Boards of
Talanx AG, Evonik Industries AG and
Deutsche Lufthansa AG

* in accordance with the Supervisory Board resolution of Boehringer AG dated 18.09.2025



# Boehringer Ingelheim 2025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# Boehringer Ingelheim 2025

## Information about the Group

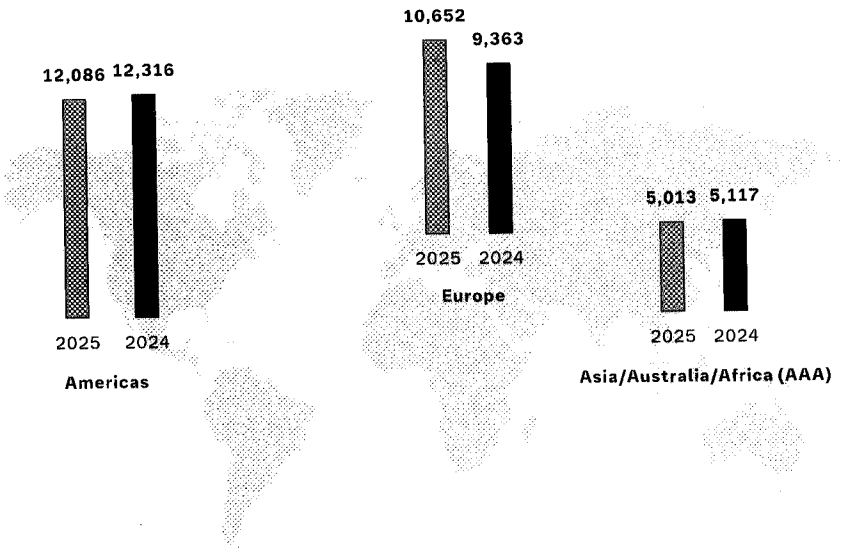
### The Group's business model

Our purpose is to transform the lives of patients for generations. Boehringer Ingelheim has been developing pharmaceutical breakthroughs that increase survival rates and improve quality of life for 140 years. Independent and family-owned, we pursue a strategy that is aimed at securing our independence in the long term through the research, development, production and marketing of innovation-based solutions in areas where medical and therapeutic needs are still unanswered or inadequately addressed. This goal inspires all of our approximately 54,300 employees to make a real and significant contribution to the health of humans and animals alike. We are one of the world's leading research-based pharmaceutical companies and serve patients in over 130 markets.

The parent company of the Boehringer Ingelheim Group is C.H. Boehringer Sohn AG & Co. KG (CHBS). The Board of Managing Directors of Boehringer AG – the personally liable partner of CHBS – is responsible for the management of the Group.

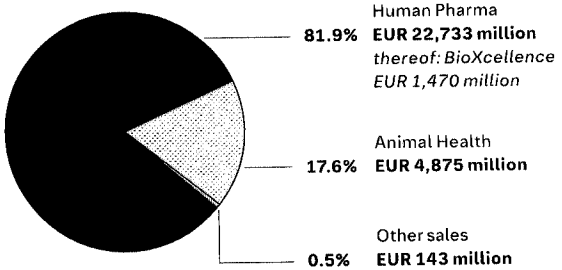
In addition to the Board of Managing Directors, CHBS has two other statutory bodies: The "Shareholders' Committee," which is made up of non-executive members, represents the shareholders and serves as the highest approval and supervisory body. The "Advisory Board" – composed of independent members from various industries – complements the expertise of the Board of Managing Directors and the shareholders and advises both bodies from an external perspective.

**Net sales by region** (in EUR million)




**Group sales**

**Net sales by business**



Boehringer Ingelheim is divided into two business units: Human Pharma and Animal Health. The Human Pharma business is the mainstay of our activities and accounts for 81.9% of overall sales. This business unit is underpinned by an innovative portfolio, and in many cases its products are standard treatments in medicine. Our research and development (R&D) focuses on the therapeutic areas of cardiovascular, renal and metabolic diseases, oncology, respiratory diseases, and immunology. We also accelerate our R&D efforts in eye health and mental health.

Our best-selling product in 2025 was JARDIANCE®. JARDIANCE® is a versatile medicine used for several important treatments: it is used to treat type 2 diabetes and symptomatic chronic heart failure (HFpEF and HFrEF). In addition, JARDIANCE® is approved for the treatment of adults with chronic kidney disease by the European Medicines Agency (EMA) and the US Food and Drug Administration (FDA). OFEV® was also one of our most important medicines in 2025. It is used for the treatment of the respiratory disease idiopathic pulmonary fibrosis (IPF) and also in a further indication – systemic sclerosis with interstitial lung disease (SSc-ILD). In addition, four other preparations contributed particularly to Boehringer Ingelheim's corporate success: TRAJENTA®, which is used for the treatment of type 2 diabetes; SPIRIVA®, which is used for the treatment of chronic obstructive pulmonary disease (COPD) as well as asthma; and ACTILYSE® and METALYSE®, which are used to treat various blood clots. In 2025, JASCAYD® also allowed us to launch a new oral therapy option for adults with idiopathic pulmonary fibrosis (IPF) for the first time on the American market. In December, JASCAYD® was also approved for the treatment of progressive pulmonary fibrosis (PPF) in China and the US. In addition, we were able to reach an important milestone with HERNEXEOS®: the medicine is approved for the treatment of pre-treated patients with HER2-mutated non-small cell lung carcinoma (NSCLC) and therefore opens up new therapeutic options for affected patients.

The BioXcellence division (biopharmaceutical contract production ) also falls under the Human Pharma business. Our biopharmaceutical activities comprise the commercial production of biopharmaceuticals for third-party global industrial customers. Additionally, we manufacture our own products (such as ACTILYSE®, METALYSE®, and PRAXBIND®).

In its Animal Health business, Boehringer Ingelheim is a leading provider of therapeutics and vaccines. Our portfolio includes products for pets and horses as well as livestock: swine, ruminants, and poultry. Our core brands NEXGARD®, FRONTLINE®, and HEARTGARD® are the foundation of our success in the pets segment. A major growth driver in 2025 was the NEXGARD® product portfolio. In the swine segment, the established swine vaccine INGELVAC CIRCOFLEX®, which is used to treat porcine circovirus type 2 (PCV2), is an important component of the product portfolio. We obtained market approval in Germany in 2025 for BULTAVO® 3, a vaccine against the bluetongue virus that can be used for cattle and sheep.

Other net sales also include the activities of discontinued operations that are no longer of strategic importance for Boehringer Ingelheim.

In the 2025 financial year, we achieved the majority of our sales in the Americas (43.5%) and Europe (38.4%) regions. The Asia/Australia/Africa (AAA) region generated a sales share of 18.1%.

## Research and development

Our goal is to research and develop first-in-class breakthrough medicines that change the lives of people for whom there are no satisfactory treatments available. In the past, our innovations have already transformed the health of both human and animal patients around the world. It is our aim to continue doing this in the future.

In 2025, we employed an average of 11,608 people in our global research networks for Human Pharma and Animal Health across eight countries: Germany, the US, Austria, Japan, France, the Netherlands, and Switzerland as well as China. The R&D activities at these locations drive the continued expansion and renewal of our product portfolio, laying the foundations for the Group's organic long-term growth.

Accordingly, we have consistently increased our R&D expenses in recent years. And with a total of approximately EUR 6.4 billion invested in the R&D of new products, investment remained at an exceptionally high level. This corresponds to 22.9% of consolidated sales. Of this, a large part of the R&D expenditure – EUR 5.8 billion – was invested in the Human Pharma business, which represents 27.4% of Human Pharma net sales.

**Research and development**

| (in EUR million) | 2025 | 2024 | 2023 | 2022 | 2021 |
|---|---|---|---|---|---|
| Expenses | 6,353 | 6,212 | 5,766 | 5,047 | 4,127 |
| – as % of net sales | 22.9 | 23.2 | 22.5 | 20.9 | 20.0 |
| Human Pharma expenses | 5,829 | 5,714 | 5,220 | 4,583 | 3,710 |
| – as % of Human Pharma net sales* | 27.4 | 27.6 | 26.5 | 24.8 | 24.3 |
| Animal Health expenses | 524 | 498 | 546 | 464 | 416 |
| – as % of Animal Health net sales | 10.7 | 10.5 | 11.5 | 10.2 | 9.7 |
| Average number of employees | 11,608 | 11,563 | 11,031 | 10,691 | 10,109 |
| Investments in tangible assets (without investments in infrastructure) | 221 | 273 | 321 | 298 | 242 |

* without BioXcellence net sales

### *R&D partnerships*

We are continuously expanding our R&D portfolio through collaboration, licensing agreements, and company acquisitions. This includes working with more than 200 partners spanning academic institutions and other public research institutions, as well as biotech and other pharmaceutical companies. Approximately 50% of our research and clinical pipeline is anchored in collaborations with external partners. By combining the strengths of our own research with those of our partners, we achieve a competitive positioning in the development of innovative treatments with breakthrough potential in our therapeutic areas of focus. Additionally, we invest in very early stage and unprecedented approaches through strategic investments by our Boehringer Ingelheim Venture Fund.

In 2025, Boehringer continued to advance its innovation-driven strategy by forging pivotal new partnerships, expanding its presence in key therapeutic and technology areas. This year, focus areas of investment extended to eye health, autoimmune diseases and inflammation, and the development of next-generation antibody-drug conjugates (ADCs) in oncology.

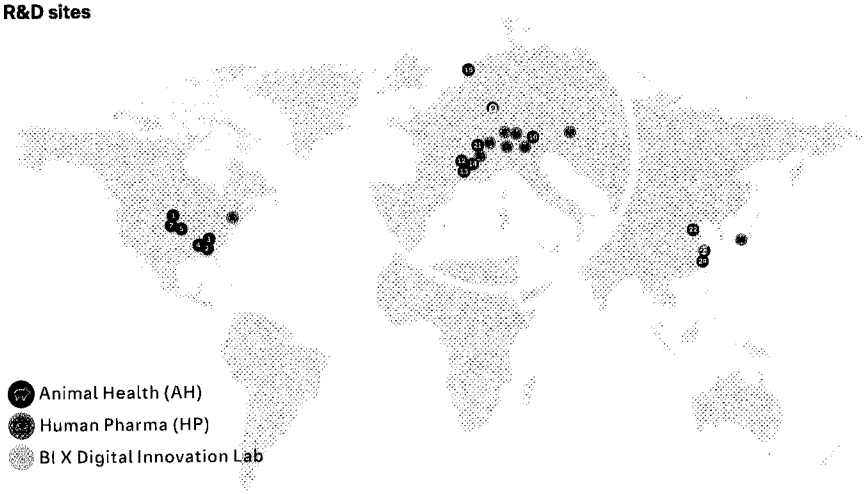
In Eye Health, a landmark partnership with Re-Vana Ltd. (Tampa, Florida, USA, and Belfast, Northern Ireland, United Kingdom) marked a significant addition to our pipeline. Leveraging Re-Vana's proprietary drug delivery technology, we aim to develop long-acting ophthalmic therapies based on our pipeline assets, addressing unmet needs in retinal diseases and improving patient outcomes.

Our commitment to oncology innovation was further strengthened through several strategic moves in the antibody-drug conjugates (ADCs) field. A new collaboration with AimedBio Inc. (Seoul, South Korea) will advance an IND-ready ADC candidate, further diversifying our oncology pipeline. We licensed Synaffix B.V.'s (Amsterdam, the Netherlands) clinical-stage ADC platform, broadening our capabilities in targeted cancer therapies and accelerating the development of novel ADCs for difficult-to-treat cancers.

Boehringer Ingelheim made significant strides in autoimmune and inflammatory diseases through a series of high-impact partnerships. In a new collaboration with Cue Biopharma Inc. (Boston, Massachusetts, USA), we will develop CUE-501, a novel therapy for B-cell depletion, which aims to address challenging autoimmune conditions. We entered a second partnership with CDR-Life AG (Zurich, Switzerland), securing a license for their trispecific T-cell engager targeting dysregulated B-cells. Additionally, a license agreement with Kyowa Kirin Ltd. (Tokyo, Japan) brings a promising small molecule compound into our portfolio, further strengthening our position in the treatment of autoimmune diseases.

These partnerships underscore our commitment to expanding our pipeline through external innovation and collaboration. By integrating cutting-edge technologies and novel therapeutic approaches, we are well positioned to deliver transformative treatments for patients worldwide.

**R&D sites**




**Americas**
**USA**
1. Ames, Iowa (AH)
2. Athens, Georgia (AH)
3. Colbert, Georgia (AH)
4. Duluth, Georgia (AH)
5. Fulton, Missouri (AH)
6. Ridgefield, Connecticut (HP)
7. St. Joseph, Missouri (AH)

**Europe**
**Germany**
8. Biberach an der Riss (HP)
9. Ingelheim am Rhein (AH, HP, BI X)
10. Kathrinenhof-Rohrdorf (AH)
11. Ochsenhausen (HP)

**France**
12. Lyon – Boreal (AH)
13. Lyon – Porte des Alpes (AH)
14. Saint-Vulbas (AH)

**Netherlands**
15. Lelystad (AH)

**Austria**
16. Innsbruck (HP)
17. Vienna (HP)

**Switzerland**
18. Allschwil (HP)
19. Basel (HP)
20. Geneva (HP)
21. Zurich (AH)

**Asia**
**China**
22. Beijing (AH)
23. Shanghai (AH, BI X)
24. Taizhou (AH)

**Japan**
25. Kobe (HP)

*Digital innovation*

We are making future-oriented investments in digital innovation and artificial intelligence across the company, harnessing cutting-edge technologies to accelerate processes, enhance the probability of success, and thereby achieve sustainable progress. Two examples of this commitment are our pioneering activities in quantum computing and the work of our digital innovation lab, BI X.

We are also involved in basic and application research in the field of quantum computing. With the ongoing cooperation agreement with Google, as well as other well-known partners such as the University of Toronto (Canada), QC Ware Corp. (Palo Alto, California, USA) and PsiQuantum Corp. (Palo Alto, California, USA), we aim to harness the computing potential of this new technology in order to further elevate Boehringer's innovation. Furthermore, we have been a member of the Quantum Technology and Application Consortium (QUTAC) since 2021, which pursues the aim of making quantum computing industrially usable and economically successful.

BI X, Boehringer's digital innovation lab, continued to advance its mandate in 2025 by developing digital solutions across the pharmaceutical value chain. Collaborating closely with internal teams and external partners, BI X identified opportunities, explored emerging technologies, and supported strategic partnerships. A key area of exploration was agentic AI, with several initiatives assessing its potential impact on Boehringer's operations.

*Fostering science*

With a fund volume of EUR 350 million, the Boehringer Ingelheim Venture Fund invests in preclinical biotech companies working with innovative approaches, often based on promising academic research. It focuses on first-in-class and disease-modifying therapeutic concepts that address high medical needs in oncology, regenerative medicine (including cell reprogramming and neurodegeneration), autoimmunity indications, antimicrobial resistance (AMR), and digital solutions that accelerate the pharma value chain.

The Research Institute of Molecular Pathology (IMP) in Vienna (Austria) is a biomedical basic research institute and part of the Boehringer Ingelheim Group. Founded in 1985, the IMP seeded the development of the Vienna BioCenter, home to 2,800 staff. There, 260 IMP scientists and support teams study the molecular and cellular mechanisms that

form the basis of complex biological life processes as well as human diseases. IMP scientists publish 60 to 90 papers annually.

The opnMe.com platform is one of our open innovation initiatives. It contributes to the acceleration of research initiatives that enable new disease biology insights in areas of high unmet medical need by sharing well-characterized molecules, and offering scientific collaborations and postdoc grants. More than 10,000 molecule batches have been shipped to scientists, enabling countless research projects. Further, the opnMe program has yielded more than 300 scientific publications. More than 100 research partnerships have been established, which has not only significantly advanced the understanding of disease mechanisms, but also directly benefited Boehringer's R&D pipeline.

Our preclinical and clinical R&D efforts are central to our ongoing success. The strong business performance in recent years stems from continually renewing our portfolio through our own R&D. Looking ahead, in-house research — enhanced by external collaborations — will remain a key focus, and our commitment to innovation is evident in our continually expanding pipeline.

Our capital expenditure in R&D is, relative to the size of the company, above the industry average and continues to increase. This investment reflects our commitment to delivering significant therapeutic advances and is supported by the breadth and depth of our pipeline. In 2025, leading regulatory authorities acknowledged the innovative strength of our research by granting accelerated approval procedures (Fast Track Designation) and special recognitions for breakthrough therapies (Breakthrough Therapy Designation) or equivalent classifications.

**Human Pharma**

We continue to advance transformative best-in-class and first-in-class therapies for patients with high medical need. Jointly with our partners in patient communities, science, biotech and health systems, we are pushing the boundaries of innovation to address the most urgent medical challenges of our time. We focus on interconnected diseases in cardiovascular, renal and metabolic (CRM) conditions, lung diseases, inflammatory diseases, and cancer. We also accelerate our R&D efforts in eye health and mental health, redefining therapeutic approaches to improve patient outcomes. In doing so, we apply new therapeutic approaches to sustainably improve treatment outcomes for patients.

**Overview of our projects and their development status at the end of 2025**

| Cardiovascular, renal and metabolic diseases | Phase |
|---|---|
| **Survodutide (BI 456906) ***<br>GLP1/GCGR agonist \| Obesity | Phase III |
| **Survodutide (BI 456906) ***<br>GLP1/GCGR agonist \| MASH<br>Fast Track Designation granted by the US<br>BTD or equivalent granted by the US, EU, China, or Japan | Phase III |
| **Vicadrostat (BI 690517) / Empagliflozin**<br>Aldosterone synthase inhibitor / SGLT 2 inhibitor \| CKD<br>Fast Track Designation granted by the US | Phase III |
| **> Vicadrostat (BI 690517) / Empagliflozin**<br>Aldosterone synthase inhibitor / SGLT 2 inhibitor \| CVRR | Phase III |
| **Vicadrostat (BI 690517) / Empagliflozin**<br>Aldosterone synthase inhibitor / SGLT 2 inhibitor \| HFpEF<br>Fast Track Designation granted by the US | Phase III |
| **> Vicadrostat (BI 690517) / Empagliflozin**<br>Aldosterone synthase inhibitor / SGLT 2 inhibitor \| HFrEF<br>Fast Track Designation granted by the US | Phase III |
| **BI 764198 ***<br>TRPC6 inhibitor \| FSGS<br>BTD or equivalent granted by the US, EU, China, or Japan | Phase II |
| **> BI 770371 ***<br>SIRP$_\alpha$ antagonist \| MASH | Phase II |
| **Triple agonist peptide *** | Phase I |
| **Anti-fibrotic agent** | Phase I |
| **Anti-fibrotic agent *** | Phase I |
| **Glutamate receptor modulator** | Phase I |
| **Oncology** | **Phase** |
| **> Zongertinib (BI 1810631)**<br>HER2 Tyrosine kinase inhibitor (TKI) \| NSCLC<br>Fast Track Designation granted by the US<br>BTD or equivalent granted by the US, EU, China, or Japan | Registration |
| **Obrixtamig (BI 764532) ***<br>DLL3/CD3 T-cell engager \| epNEC<br>Fast Track Designation granted by the US | Phase II |
| **Zongertinib (BI 1810631)**<br>HER2 Tyrosine kinase inhibitor (TKI) \| Advanced cancers with HER2 alterations | Phase II |
| **Zongertinib**<br>HER2 Tyrosine kinase inhibitor (TKI) | Phase I |
| **Obrixtamig ***<br>DLL3/CD3 T-cell engager | Phase I |
| **B7-H6/CD3 T-cell engager *** | Phase I |
| **KISIMA® cancer vaccine ***🔍 | Phase I |
| **VSV-GP *** 🔍 | Phase I |
| **STING agonist (2nd generation)** | Phase I |
| **SIRP$_\alpha$ antagonist *** | Phase I |
| **CD137/FAP agonist *** | Phase I |
| **Modified yersinia *** | Phase I |
| **Ezabenlimab** 🔍<br>PD-1 antibody | Phase I |
| **Respiratory diseases** | **Phase** |
| **> Nerandomilast (BI 1015550)**<br>PDE4B inhibitor \| IPF<br>BTD or equivalent granted by the US, EU, China, or Japan | Registration |
| **> Nerandomilast (BI 1015550)**<br>PDE4B inhibitor \| PPF<br>BTD or equivalent granted by the US, EU, China, or Japan | Registration |
| **> Verducatib (BI 1291583)**<br>CatC inhibitor \| BE<br>Fast Track Designation granted by the US | Phase III |
| **BI 1819479**<br>Lysophospholipase inhibitor \| IPF/PPF<br>Fast Track Designation granted by the US | Phase II |
| **>BI 765423**<br>IL11 antibody \| IPF* | Phase II |
| **Anti-fibrotic agent** | Phase I |
| **Lentiviral vector-based gene therapy** | Phase I |
| **Immunology** | **Phase** |
| **Nerandomilast (BI 1015550)**<br>PDE4B inhibitor \| SSc | Phase II |
| **Avenciguat (BI 685509)**<br>sGC activator \| SSc<br>Fast Track Designation granted by the US | Phase II |
| **> TREM-1 antibody *** | Phase II |
| **PD-1 antibody** | Phase I |

**Overview of our projects and their development status at the end of 2025 (continued)**

| | |
|---|---|
| **> Immunomodulator** | Phase I |
| **> Immunomodulator** | Phase I |
| **Mental Health** | **Phase** |
| **CT-155 ***<br>Prescription digital therapeutic \| Schizophrenia<br>BTD or equivalent or equivalent granted by the US, EU, China, or Japan | Phase III |
| **Glutamate receptor modulator** | Phase I |
| **Prescription digital therapeutic *** | Phase I |
| **> Acyltransferase inhibitor** | Phase I |
| **> Receptor agonist** | Phase I |
| **Eye Health** | **Phase** |
| **BI 764524**<br>Sema3A antibody \| DR | Phase II |
| **> BI 1815368**<br>Vascular modulator \| DME | Phase II |
| **> BI 1584862**<br>Phospholipid modulator \| GA | Phase II |
| **> BI 771716 ***<br>Antibody fragment \| GA | Phase II |

Q Being investigated only in combination with other therapies
> Clinical phase progress in 2025
* Anchored in external partnership or acquisition

Indication abbreviations:

| | |
|---|---|
| BE | Brochiectasis |
| BTD | Breakthrough Therapy Designation |
| CKD | Chronic Kidney Disease |
| CVRR | Cardiovascular risk reduction |
| DME | Diabetic macular edema |
| DR | Diabetic Retinopathy |
| epNEC | Extra-pulmonary Neuroendocrine Carcinoma |
| FSGS | Focal Segmental Glomerulosclerosis |
| GA | Geographic atrophy |
| HFpEF | Heart Failure with preserved Ejection Fraction |
| HFrEF | Heart Failure with reduced Ejection Fraction |
| IPF | Idiopathic Pulmonary Fibrosis |
| MASH | Metabolic Dysfunction-Associated Steatohepatitis |
| NSCLC | Non-small-cell Lung Cancer |
| PPF | Progressive Pulmonary Fibrosis |
| SCLC | Small-cell Lung Cancer |
| SSc | Systemic Sclerosis |

### *Cardiovascular, renal, and metabolic diseases*

One in every eight people around the world is living with cardiovascular, renal, and metabolic conditions. Collectively, they are the leading cause of death worldwide. Chronic kidney disease (CKD) and obesity are two key examples: they can often be undiagnosed or untreated and carry significant risks. CKD silently damages the kidneys and the heart, while obesity is linked to liver dysfunction, metabolic imbalance, and increases the risk of cardiovascular disease. These interconnected conditions pose one of the greatest health crises of our time. We are determined to change this.

In 2025, we advanced vicadrostat (BI 690517)/empagliflozin, an aldosterone synthase inhibitor (ASi)/SGLT2 inhibitor, into two new Phase III trials under the ongoing EASi trial program. These trials are investigating cardiovascular outcomes in people living with type 2 diabetes, hypertension, and cardiovascular disease, as well as potential benefits in people with heart failure with reduced ejection fraction (HFrEF). This global clinical trial program now spans four studies across several indications and a broad population, further including those living with chronic kidney disease (CKD) in collaboration with Oxford Population Health (Oxford, United Kingdom), and in people with heart failure with preserved ejection fraction (HFpEF).

We are studying survodutide (BI 456906), a glucagon/GLP-1 receptor dual agonist, in several global Phase III clinical trials. Our SYNCHRONIZE trial program includes six Phase III trials and is focused on people living with obesity or overweight. Additionally, we are studying survodutide in a LIVERAGE trial for adults with metabolic dysfunction-associated steatohepatitis (MASH) and moderate or advanced fibrosis. Lastly, the LIVERAGE-Cirrhosis trial investigates survodutide in adults with MASH and compensated cirrhosis.

### *Oncology*

Despite significant treatment advancements, cancer continues to claim 10 million lives each year globally. We made it a priority to develop life-changing, best-in-class treatments that aim to improve and extend the lives of people facing cancer. Our precision oncology efforts focus on specific characteristics of cancer to develop tailored therapies.

A current example is zongertinib, our HER2 tyrosine kinase inhibitor (TKI). HERNEXEOS® (zongertinib) was approved in the US (accelerated) and China (conditional) in August and in Japan in September as the first orally administered, targeted therapy for previously treated patients with HER2 (ERBB2)-mutant advanced non-small cell lung cancer (NSCLC). The approval is based on the data from the Beamion LUNG-1 trial Phase I/Ib study evaluating zongertinib in previously treated patients with HER2 (ERBB2)-mutant advanced NSCLC.

Highlighting the potential of this asset, the US FDA and China's CDE (Center for Drug Evaluation) granted in September Breakthrough Therapy Designation for zongertinib for the first-line treatment of adult patients with unresectable/metastatic NSCLC whose tumors have HER2 TKD activating mutations. In October, we reported for the first time results from the Beamion LUNG-1 trial, where zongertinib was given as first-line treatment in patients with advanced non-small cell lung cancer (NSCLC) who have HER2 (ERBB2) activating mutations in the tyrosine kinase domain (TKD). In November, the US FDA awarded HERNEXEOS® a Commissioner's National Priority Voucher (CNPV) for its first line use in HER2-mutant advanced NSCLC. The CNPV program aims to shorten the review process from what normally takes 10-12 months to 1-2 months, while maintaining the US FDA's rigorous safety and efficacy standards.

Beamion LUNG-2, a global Phase III trial evaluating zongertinib compared to standard of care as first-line treatment for patients with unresectable, advanced or metastatic HER2-mutant NSCLC, is currently enrolling patients.

Our asset in immuno-oncology, obrixtamig (BI 764532), is a DLL3/CD3 T-Cell engager designed to activate T-cells to target tumors expressing the DLL3 protein. This investigational treatment was granted the US FDA Fast Track Designation for treatment of small-cell lung cancer (SCLC), the most aggressive form of lung cancer, and extrapulmonary neuroendocrine carcinomas (epNEC). Obrixtamig has also received Orphan Drug Designation from the US FDA and EMA for the treatment of neuroendocrine carcinomas (NEC), including SCLC. It is currently being evaluated in patients with SCLC and epNEC in the global DAREON® clinical trial program. This global development program spans eight Phase I and Phase II studies targeting various neuroendocrine carcinomas, across multiple lines of treatment. Initial published findings demonstrate encouraging safety and efficacy, supporting the advancement of this program into later stages of clinical development.

We take a diligent approach to some of the most challenging and potentially impactful areas of cancer research. Our commitment to scientific innovation is evident in our diverse pipeline of approximately 10 clinical-stage programs, including cancer cell-directed and immuno-oncology investigational therapies, as well as combinations of these approaches.

***Respiratory diseases***

For more than 100 years, we have been committed to developing scientific innovations for the treatment of respiratory conditions. Building on our legacy, we aspire to continue revolutionizing lung health and creating a future for patients without the threat of pulmonary fibrosis (PF).

Despite many advances in PF care over the last decade, there remains high medical need: diagnosis and therapy are still commonly delayed, and PF remains a condition deadlier than many forms of cancer.

In May we presented data from our pivotal Phase III trials, FIBRONEER™-IPF and FIBRONEER™-ILD, which investigated nerandomilast in idiopathic pulmonary fibrosis (IPF) and progressive pulmonary fibrosis (PPF). Nerandomilast slowed lung function decline in IPF and PPF, with similar discontinuation rates to placebo when used as monotherapy. In October, nerandomilast, marketed as JASCAYD®, was approved in the US marking the first new treatment option in idiopathic pulmonary fibrosis (IPF) for adults in over a decade. Only two weeks later, it was also approved for the treatment of IPF in China. In December, nerandomilast was also approved for the treatment of progressive pulmonary fibrosis (PPF) in China and the US. Regulatory filings have been submitted and further approvals in IPF and PPF in other countries and regions are expected in 2026.

Verducatib (BI 1291583) is a novel dipeptylpeptidase 1 (DPP1)/cathepsin C (CatC) inhibitor with the potential to reduce exacerbations and to improve symptoms and quality of life for patients with bronchiectasis. Inhibition of DPP1 can reduce the level of neutrophilic inflammation that plays a key role in the pathogenesis of bronchiectasis. Verducatib is an investigational drug, which has not been approved for any proposed indication by any regulatory authority.

Boehringer Ingelheim is currently investigating the efficacy, safety, and tolerability of verducatib compared with placebo in people with bronchiectasis, independent of under-

lying etiologies in AIRTIVITY® [NCT06872892], a Phase III, multicenter, multinational, prospective, randomized, double-blind, placebo-controlled trial. The first patient was randomized on World Bronchiectasis Day (July 1) 2025.

***Mental Health***

Mental health is one of the most pressing global challenges, with disorders affecting nearly one billion people worldwide and contributing significantly to disability and premature death.

As a leading research-driven biopharmaceutical company, we have a long-term commitment to addressing serious mental illnesses and neuropsychiatric disorders through sustained investments in research and innovation. Collaborating with multiple stakeholders and innovative partners, we aim to ease the burden of people living with these conditions, as well as that of their caregivers, loved ones, and society.

Our efforts focus on deepening our understanding of the underlying drivers of serious mental illnesses and neuropsychiatric disorders and developing targeted therapies that improve treatment outcomes and support patients in living fuller lives through better integration into society. Recognizing the complexity and individuality of mental health needs, our efforts go beyond treatment approaches, addressing the broader challenges faced by patients.

With a number of investigational therapies currently in preclinical and clinical development, our innovative pipeline targets neurodegeneration, impulsivity, motivation and reward, as well as mood and cognition. To further our vision, we have partnered with the World Health Organization (WHO) Foundation in a three-year collaboration to advance access to quality healthcare services, particularly for vulnerable populations in the Americas at greater risk of suicide.

***Eye Health***

Over 300 million people worldwide are at risk of vision loss due to retinal conditions, including diabetic retinopathy, geographic atrophy, and age-related macular degeneration. For many, diagnosis comes too late, and treatment is only available after irreversible damage has occurred. At Boehringer Ingelheim, we are working towards a future where earlier detection and intervention result in long-term, real-world outcomes that prevent vision loss.

Following the start of the CRIMSON Phase II trial in 2024 for BI 764524 – a humanized monoclonal anti-Sema3A antibody being investigated as a potential first-in-class treatment for diabetic retinopathy – we reached a significant milestone in 2025, with our three additional investigational Eye Health assets having progressed to Phase II. In first place is BI 771716, an antibody fragment being developed to preserve vision in people living with geographic atrophy (GA). It is being investigated in the VERDANT Phase II study, which began earlier this year and is now fully enrolled. Two investigational oral therapies have also advanced: BI 1584862, a phospholipid modulator being investigated as a potential first-in-class treatment for GA in the JADE clinical Phase II study; and BI 1815368, a vascular modulator being evaluated as a potential first-in-class treatment for diabetic macular edema (DME) in the THULITE clinical Phase II study.

**Animal Health**
Our goal is to create innovative products that prevent, detect, and treat diseases in pets, livestock, and equine. Our R&D strategy focuses on understanding disease causes and mechanisms to discover new ways to reduce or interrupt disease processes. Key focus areas include infectious diseases, non-infectious diseases, and parasiticides:

- Infectious diseases: The rapid spread of infectious diseases among pets, livestock, and equines is driven by emerging pathogens and antigenic changes. This calls for the development of new preventive measures.
- Non-infectious diseases: We invest in improved treatments for conditions such as heart disease, diabetes, chronic kidney disease, atopy, pain, and cancer.
- Parasiticides: Parasite infections pose risks to animals and humans, underscoring the need for innovative parasiticides to address emerging threats linked to climate change and parasite resistance.

To deliver innovative products globally, we organize our 16 R&D sites into four regional innovation centers located in the USA, Europe (France/Netherlands and Germany), and China.

***Internal and external collaboration is key***
Collaboration between our Human Pharma and Animal Health divisions is crucial. Our R&D teams collaborate to share knowledge about disease mechanisms, chemistry, compounds, and cutting-edge techniques. This synergy has led to successful products such as SENVELGO® and SEMINTRA®. With additional promising compounds in our pipeline, we expect further innovation in non-infectious diseases through this connection.

External collaborations also complement our in-house R&D capabilities. We focus on various disease areas, including cardiometabolic diseases, immunology and inflammation, oncology, oral health, and infectious diseases. Our partners range from early-stage academic researchers to established biotech companies, enabling us to develop solutions for areas with high unmet medical need.

## Production

**Human Pharma**
In the Human Pharma business, we assume responsibility in our production facilities for the steady supply of top-quality medicines for patients. Our employees ensure the highest quality of our medicines.

Our global production network guarantees reliable market supply along the entire value chain, from suppliers for starting materials to worldwide logistics and distribution of finished pharmaceutical products. In our network, we operate sites in nine countries supplemented by strategic cooperation with external manufacturers.

In the past financial year 2025, Boehringer Ingelheim's global network included own sites in nine countries. Two sites are for the chemical synthesis of active ingredients, and our network has four facilities for the manufacture of biopharmaceuticals. Nine sites process these active ingredients into finished pharmaceutical products. One site provides support for the manufacture of medical devices for our RESPIMAT® platform.

Combining internal production facilities with our strategic partners affords us the flexibility to respond optimally to external influences. Our internal sites are focused on manufacturing strategic important products for the company and implementing key technologies in line with the requirements of our pipeline. Besides manufacturing our own pharmaceuticals, the biotechnology manufacturing sites also include the commercial production of biopharmaceuticals for third-party industrial customers. We engage with our strategic partners primarily to expand our production capacity in standard technologies with high-capacity requirements and to tap specialist technologies that are not available in-house.

Against the backdrop of the tense geopolitical situation, we took proactive measures last year with regard to developing robust regionalized supply chains. To secure adequate supply for the US market, we approached strategic partners to intensify our cooperation. We will increase our volume with these partners to a level that will allow us to supply the US market with our key products, such as products in the antidiabetics group regionally. In strategically important Japan, we successfully inaugurated a new production facility and laid the foundation for another in order to expand our presence in the Asia-Pacific region.

We will make further important investments to expand production capacities in our production network. At the Ingelheim am Rhein (Germany) site, we celebrated the opening of a new production building for the manufacturing of active pharmaceutical ingredients. Another new production building for the finish of active pharmaceutical ingredients into solid dosage forms was transferred to the production network at the Ingelheim am Rhein site (Germany).

The expansion of our production capacities for aseptic production of medicines for injection purposes, which represents a product group with strong growth in volume, is making great progress. The new launch factory at the headquarters in Ingelheim am Rhein (Germany) is gradually taking shape, and the respective teams at the Sant Cugat (Spain) and Biberach an der Riss (Germany) sites are making good progress in expanding capacity within the targeted schedule.

**Animal Health**

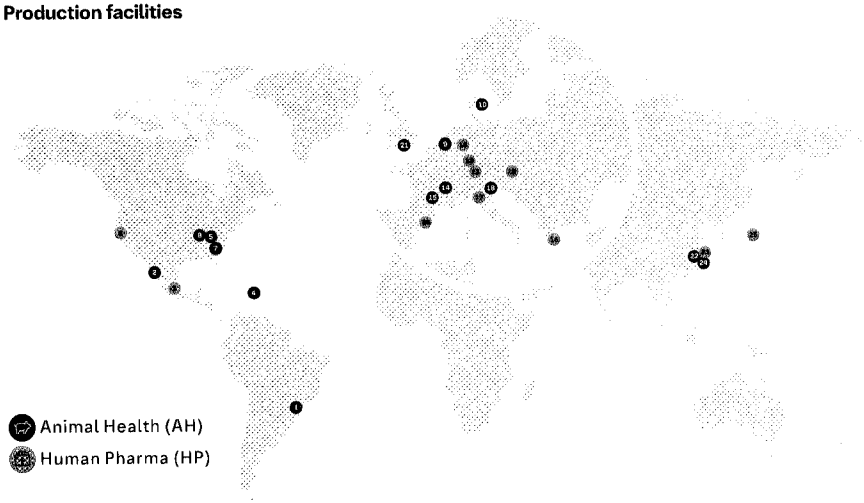
In 2025, Animal Health products were manufactured in a network of 14 production facilities in nine countries. In addition to the company's own facilities, approximately 70 contract manufacturers produced medicines for Boehringer Ingelheim.

The product portfolio essentially consists of vaccines, pharmaceutical products, stem cell therapeutics and nutraceuticals. It was also successfully expanded into other countries through additional products, including SENVELGO®, VETMEDIN® ORAL SOLUTION, and VAXXITEK® HVT IBD H5.

Boehringer Ingelheim continues to invest in its manufacturing capacity for vaccines of the highest biological safety class in Jonage/Lyon (France) as well as the expansion and renewal of the aseptic production of vaccines in North America.

We are also investing in production network modernization, digitalization, and our workforce to continuously improve supply reliability and efficiency.

**Production facilities**




**Americas**
**Brazil**
1. Paulínia (AH)

**Mexico**
2. Guadalajara (AH)
3. Mexico City (HP)

**Puerto Rico**
4. Barceloneta (AH)

**USA**
5. Athens, Georgia (AH)
6. Fremont, California (HP)
7. Gainesville, Georgia (AH)
8. St. Joseph, Missouri (AH)

**Europe**
**Belgium**
9. Evergem (AH)

**Denmark**
10. Kalundborg (AH)

**Germany**
11. Biberach an der Riss (HP)
12. Dortmund (HP)
13. Ingelheim am Rhein (HP)

**France**
14. Grand Lyon Industrial Biologic Center* (AH)
15. Toulouse (AH)

**Greece**
16. Koropi (HP)

**Italy**
17. Fornovo (HP)
18. Noventa (AH)

**Austria**
19. Vienna (HP)

**Spain**
20. Sant Cugat (HP)

**United Kingdom**
21. Pirbright (AH)

**Asia**
**China**
22. Nanchang (AH)
23. Shanghai (HP)
24. Taizhou (AH)

**Japan**
25. Yamagata (HP)

* composed of the three sites Lyon Porte-des-Alpes, Lentilly, Jonage

## Employees

As formulated in our mission statement, we know: "We are powered by our employees."

**Our People Promise**
This understanding is also reflected in our promise to our current and future employees, the "People Promise": Our employees are the heart of Boehringer Ingelheim.

In 2025, we employed an average of 54,346 people worldwide. This corresponds to a development of –0.4% compared to the previous year.

Our employees share a common goal: to make the lives of millions of humans and animals better. We are constantly looking for ways to break new ground and see our differences as one of our strengths. We promote individual career development and support a balance between personal and professional life.

**Openness, respect & opportunity**
We work in an environment with a global value chain, international customers and high, different regulatory requirements. Our company's success is based on innovation, made possible by employees from 138 nationalities in 76 countries.

**Average headcount by region**

| | 2025 | 2024 |
|---|---|---|
| Americas | 13,463 | 13,547 |
| Europe | 31,387 | 30,633 |
| Asia/Australia/Africa (AAA) | 9,496 | 10,363 |
| | **54,346** | **54,543** |

Our values of respect, trust, empathy, and passion are a central component of our corporate culture. A workplace free of discrimination, where all employees are treated with openness and respect and have equal access to opportunities, is essential for our competitiveness, innovation and part of our Code of Conduct.

Every manager and all employees are responsible for acting in accordance with our corporate values and ensuring a workplace free of discrimination. We foster a work environment where colleagues feel valued, respected, and safe to share their ideas, perspectives, and experiences.

With "Our Behaviors" we have defined how we will succeed. They provide the link from our purpose "Transforming lives for generations", values, and business goals to our daily actions.

**Employee offer**
Experts from different areas of the company are jointly developing our employee rewards and benefits to meet the needs of our people in the best possible way. The offers include, for example, company pension plans, other forms of financial planning, and comprehensive health-related benefits.

This is also reflected in our program for the well-being of our employees. We focus on people and promote physical, mental, and social health as well as financial security. This also includes support services and training for employees and managers.

Our flexible and mobile working models support our employees at every life stage and matter to their personal situation. The opportunity to temporarily work abroad is an example of this. Since 2025, this offer has been open to all employees worldwide.

**Training and development**
An important cornerstone for our people development are our training programs. With 37 scientific, technical and commercial training courses and dual study programs, our company offers a wide range of opportunities to get started in professional life. In 2025, an average of 807 talents worldwide were enrolled in our vocational training program. 237 apprentices started at our German sites. The selection of training positions and dual study programs is closely coordinated with our departments to ensure that the curricula and training programs also meet our company needs.

In addition, lifelong learning and the further development of our employees are an integral part of our corporate strategy. We empower our employees to remain at the forefront of their field and also to open up new perspectives. In this way, we meet the requirements of the constantly changing health and labor markets.

With the Boehringer Ingelheim University, we promote this sustainable learning culture and link organizational goals with the skills of our employees. The content is accessible via a digital learning platform, the "Virtual Campus". The learning catalog includes over 55,000 learning units, of which our colleagues have curated more than 1,500 internally.

In addition, we specifically promote the development of managers with the company's internal "Leadership Academy". Leaders are essential to a positive work environment and a culture in which employees are supported and encouraged. Through the Academy, we offer targeted training for different leadership roles and help to create a common understanding of leadership.

**Award**
The renewed certification as a "Global Top Employer" by the Top Employers Institute is a result of our sustainable people strategy. Consistently high scores for development topics underpin how we empower our employees to develop their own path, both professionally and personally.

Our company has been one of the top employers in several countries and regions for eleven years. In 2025, we received this award in 30 countries. Boehringer is one of the top 3 employers in South Korea and one of the top 20 in Germany. Our company has also received regional recognitions in Asia-Pacific, Europe, Latin America, and the Middle East.

**Exchange and feedback**
We aspire to be an employer of choice and continuously improve our working environment. Therefore, we have set up channels for feedback and exchange. Examples are employee manager dialogues, which are held at least biannually, or our global employee survey.

## Sustainable Development for Generations

As a leading healthcare company, we help millions of people and animals around the globe to live healthier, longer lives. Sustainability is firmly anchored in our corporate values.

Our sustainability strategy, "Sustainable Development for Generations", focuses on health for humans, animals, our employees and communities, and the planet. We aim to embed sustainability in everything we do. Our 2030 commitments are in alignment with the United Nations Sustainable Development Goals (UN SDGs) and the Paris Climate Agreement. Our sustainability strategy is based on three pillars:

**MORE HEALTH – Good Health for People and Animals**
Our ambition is to develop better therapies and solutions for global healthcare challenges. This pillar addresses healthcare and wellbeing across the entire patient continuum of care: from pharmaceutical innovation over prevention and healthcare delivery to tackling access. Each program features projects and initiatives to meet the needs of our patients, customers, and broader societal healthcare challenges.

**MORE POTENTIAL – Good Health for Communities and Our People**
We build on our culture to activate our employees and partners to make an impact. This pillar integrates efforts that enable our people to realize their potential through our culture and leadership approach. It also aims to improve healthcare through social engagement models.

**MORE GREEN – Good Health for Our Planet**
A healthy planet is essential for the health of people, animals, and communities. An intact environment can foster the health of entire societies. The pillar aims to reduce the environmental footprint of our operations, promote sustainable resource use along the value chain, and raise awareness on environmental sustainability to protect current and future generations.

By 2030, we aim to achieve the following commitments:

**MORE HEALTH**: expanding access to healthcare for 50 million people, investing EUR 35 billion in health innovation and research to tackle non-communicable diseases and an additional EUR 250 million in partnerships to combat emerging infectious diseases.

**MORE POTENTIAL**: improving the lives of 50 million people around the globe by collaborating with partners, financially supporting social entrepreneurs and social startups, and engaging employees. We collaborate and create solutions that achieve more economically sustainable, inclusive, and healthy communities.

**MORE GREEN:** We will be carbon neutral in our operations (Scope 1 and 2), cut our resource footprint by half across the value chain and continue to create best practices in a range of areas, from water stewardship and waste-to-landfill to tackling anti-microbial resistance.

**Integrity – Strong foundations for sustainability**
Integrity is the foundation of all our sustainability initiatives. Through ethical standards, respect for human rights and strong governance, we create a framework that enables responsible growth.

In 2025, we strengthened our compliance culture through initiatives like the Compliance & Integrity Day, with a focus on targeted rules enabling risk ownership in business and fostering a strong speak-up culture. Here we initiated a global communication campaign and awareness activities, including a new Integrity Minute encouraging to speak up also in longstanding working relationships.

*Ethics and Code of Conduct*
Our Code of Conduct sets the ethical standards and guiding principles across the relevant compliance areas affecting our business activities. Our three pillared approach includes "How we change lives", "Together we excel" and "Our speak-up culture." We act with honesty, adhering to relevant laws, regulations and corporate principles, ensuring we make the right choices. Accountability, respect, and mutual support guide us in making decisions affecting our patients and customers, our people, and the organization.

Reporting potential misconduct is a crucial element in maintaining our integrity. We provide multiple reporting channels, including through line managers, Compliance Officers, Human Resources, or the speak-up portal, accessible both internally and externally. We align our speak-up process with the German Supply Chain Due Diligence Act and other relevant grievance mechanism requirements.

*Human Rights*
Our approach to Human Rights aligns with the UN Guiding Principles on Business and Human Rights. These principles are embedded in our company culture through their incorporation into our Code of Conduct, Supplier Code of Conduct, Human Rights Policy Statement and Environmental, Health, Safety & Sustainability guidelines. We are a member of the "Pharmaceutical Supply Chain Initiative" (PSCI) and align our guidelines with PSCI principles.

Since 2023, we strengthened our commitment by implementing a multilayered governance structure and appointing a Human Rights Officer to enhance oversight and address our due diligence and reporting obligations under the Modern Slavery & Child Labor Act Laws and the German Supply Chain Due Diligence Act (LkSG). In 2025, we improved our Human Rights due diligence and risk management process through continuous optimization of its efficiency and effectiveness, e.g., adjusting supplier-targeted questionnaires, adapting risk rating and risk levels and by introducing an effectiveness measures concept.

*Governance*
Effective sustainability management requires defined roles, responsibilities, and accountability. Boehringer Ingelheim's governance approach connects Board and Executive oversight with operational accountability, ensuring sustainability is embedded throughout the organization.

Our strategic approach to sustainability is overseen by the Board of Managing Directors (BMD). To support the management of Boehringer Ingelheim's sustainability strategy, we have established a dedicated internal sustainability governance structure led by the "Sustainability Executive Committee" (SEC). The BMD has delegated respective cross-functional responsibility and decision-making to the SEC, however, retains responsibility for approving the corporate sustainability strategy "Sustainable Development for Generations" and its commitments. Performance against these commitments is regularly monitored by the BMD.

The SEC acts as the highest cross-functional governance body for sustainability in Boehringer Ingelheim and is comprised of ten senior executives. The SEC has the decision authority for the implementation and execution of the "Sustainable Development for Generations" strategy and its related programs. The SEC's mandate also includes key strategies regarding other sustainability matters at Boehringer, including the update of relevant corporate policies and cross-functional decisions on the management of impacts, risks, and opportunities. The responsibilities of the SEC are defined in internal governance policies, which are reviewed and approved by the BMD.

The SEC further supports and advises the organization on integrating sustainability considerations into critical business processes. The Chief Sustainability Officer reports twice per year to the BMD on the company's 2030 sustainability commitments, key non-financial metrics, and the progress of the "Sustainable Development for Generations" strategy.

The SEC is supported by an external sustainability advisory board, an independent group that advises on complex material sustainability topics.

**Key 2025 Milestones**

In 2025, we continued our strategic focus on broadening access to healthcare, which we believe is our most significant contribution to the UN SDGs. To achieve this, we continued to drive nine sustainability programs through which we, as a company, can create positive impact for society and minimize our environmental footprint. The key achievements include:

- Boehringer received a gold medal from EcoVadis in the most recent sustainability assessment, placing us among the top 5% of all companies rated in the previous 12 months. This underscores our commitment to embedding sustainability further into our core business.

- Our "Angels" initiative aims to optimize the quality of treatment in existing stroke centers:
  - In 2025, over 1,200 organizations were added to the network and a ca. 75,000 doctors, 150,000 nurses, and 20,000 paramedics have received skills training. The "Angels" initiative is now the largest stroke community in the world, encompassing more than 286,000 healthcare professionals from almost 10,000 hospitals in 169 countries and helped 23.7 million stroke patients to date.

  - The "FAST Heroes" program – an award-winning educational initiative targeted at young children to increase awareness of early stroke symptoms in families and local communities – has been implemented at more than 15,000 schools and reached over 1.1 million children.

  - "Angels" continues to evolve its strategy to cover the entire patient journey through the "Angels Regions" approach. An "Angels Region" is a geographic area where stroke care is optimized across the entire stroke network and patient journey: from public awareness to emergency response and hospital treatment. This is achieved through close collaboration with hospitals, emergency medical services (EMS), local authorities, and public education initiatives. By the end of 2025 and within only two years, 87 "Angels Regions" were established, worldwide.

- We continued to support the "Abraçar" health care program for respiratory patients in Brazil. This program offers access to screening, diagnosis, and treatment for Chronic Obstructive Pulmonary Disease (COPD) patients, reaching around 60,000 people annually within the Brazilian public healthcare system. In 2025, we further developed the program to include the diagnosis of patients with Interstitial Lung Disease (ILD). This expansion builds on our partnerships with municipal healthcare management and the Brazilian Pulmonology Medical Society.

- In partnership with Farmacias Similares in Mexico, we continued to operate a new access model. As the third-largest pharmacy chain worldwide, Farmacias Similares operates approximately 9,000 pharmacies and employs around 8,000 physicians. This collaboration focuses on expanding access to our medications for lower-income populations. Our long-term goal is to provide holistic treatment to 210,000 patients by 2030. In 2025, we provided affordable diabetes treatment to more than 60,000 patients.

- In 2025, we kicked-off a collaboration with the American Diabetes Association to develop early interventions and risk reduction for CRM disease in the "diabetes belt" in southeastern United States.

- We have established 16 new country initiatives in 2025 addressing access to healthcare challenges under the MORE HEALTH umbrella.

- Through our "Stop Rabies" program, we deliver on-the-ground solutions to prevent rabies, collaborating with governmental and non-governmental organizations, health authorities, veterinarians, dog owners, and other groups. The program focuses on the three pillars: vaccination, education, and surveillance. It contributes to the global goal of eliminating human dog-mediated rabies by 2030. By 2038, we aim to provide 500 million vaccine doses and educate 15 million children.
  - In 2025, we provided 48 million rabies vaccine doses and supported vaccination campaigns in endemic countries. This includes strategic collaboration with the Global Alliance for Rabies Control (GARC), local governments, veterinary associations, and universities to perform dog and cat vaccination campaigns across the Philippines, Vietnam, Indonesia and Malaysia.

  - We reached over 300,000 children in Africa (Ghana, Kenya, South Africa), Asia (Vietnam, Thailand, Philippines, Malaysia) and Latin America (Ecuador) through various educational models to raise awareness about the rabies disease and appropriate preventative measures.

- Our product donations further support access to healthcare by providing medicines to underserved communities. In 2025, these donations reached over 162,000 patients in 41 countries.

- In 2025, we invested in nine social start-ups across Sub-Saharan Africa and one in Latin America. An example is our investment in Kasha Global Inc. (Nairobi, Kenya), a company which enables access to medicines and data-driven solutions in six African countries, tailored specifically to women.

- In collaboration with Villgro Africa, we work with high-impact social start-ups to strengthen their business models and operational readiness to attract investment funding and scale their solution. Since 2018, we have supported 43 social start-ups through our investment readiness program, with eight companies currently in our 2025 cohort. Medikea (Dar es Salaam, Tanzania), a digital health platform expanding medication access in underserved communities, demonstrates this approach in action. With our investment readiness support in 2025, Medikea developed a stronger business model and attracted an impact investor from our investor circle. This is a proof that early-stage backing and expertise can unlock the capital needed to drive growth and impact at scale.

- "Making More Health" aims to create healthy, thriving, and self-sustaining communities worldwide through a systemic approach. In our Social Innovation arm, a total of 42 social entrepreneurs were supported through collaboration with Ashoka in 2025. We continued our Social Innovation Hubs (SIH) work with a second cohort, in six different countries. The aim of this program is to collaborate closely with social entrepreneurs in a structured, year-long program on various health topics.

- The "Making More Health Together" convention 2025 with this year's theme "Shaping Tomorrow, by Seeding Today," aimed to discuss and collaborate on innovative solutions for pressing healthcare issues and to build a strong network of complementary stakeholders to create sustainable social impact The participants came from a range of sectors, such as industry, civil society, academia, impact financing, and social entrepreneurship. In addition, we organized an Investor's Day to facilitate further collaboration and deals between potential investors and investees.

- We take a holistic approach to employee wellbeing across four dimensions: mental, physical, social, and financial. We regularly train managers and employees and make wellbeing resources easily accessible. This builds on our internal "BE SAFE" program, which has been instrumental in creating a safer work environment by increasing safety awareness and promoting responsible conduct. In 2025, a new "BE SAFE" transformation program was initiated to strengthen our safety culture even further and an updated Occupational Health Strategy was developed alongside a new organizational set-up. Moreover, a Mental Health toolkit was made available for all employees, and a specific Mental Health training for leaders was launched. We train selected employees worldwide to become health and wellbeing ambassadors ("Health Navigators").

- Our volunteering program provides all employees with opportunities to contribute to our sustainability strategy and support external partners and social entrepreneurs we collaborate with. In 2025, we strategized our volunteering efforts even further and integrated our volunteering opportunities into one global platform, offering a range of hands-on and skills-based volunteering activities. Leveraging our time, skills, and interests to actively contribute towards our sustainability commitments, our employees spent more than 23,000 volunteering hours in 2025.

- We embedded the evaluation of Eco-Design criteria at development milestones for small molecules and biologics using the internal "EcoMediX" App and Eco-Design Lifecycle Assessments (eLCAs) in our Eco-Design Playbook 2.0. We achieved 60% of projects evaluations in 2025 (24 of 40) and 70% since the rollout in May 2024 (49 of 70). We are among the first pharmaceutical companies to fully embed Eco-Design as an integral business process across the entire R&D portfolio.

- We advanced Eco-Design via open innovation on opnMe.com, a global platform with 7,000+ users from 80 countries. Each selected project receives an USD 80,000 grant for a one-year study aimed at publication. Currently funding six projects on topics such as high-throughput mechanochemistry, stable biologics formulations, biodegradable pill bottles, trifluoroacetic acid-free solid-phase peptide synthesis, biocatalytic peptide synthesis, and chromatography for downstream biologics.

- We achieved carbon neutrality certifications of our Human Pharma sites in Kobe (Japan) and Koropi (Greece) as well as our Animal Health sites in Saint Vulbas (France) and Athens/Colbert (Georgia, USA), based on activity year 2024. At the same time, we increased global renewable electricity purchases to around 80% of the expected electricity purchases in 2025. This is primarily due to transitioning to renewable solutions at sites. In addition, we increased our renewable energy generation capacity with a new biomass power plant at our corporate headquarters, as well as expanded on-site photovoltaic generation.

- Climate contribution projects beyond our value chain captured or avoided more than 130,000 $tCO_2e$ for 2025.

- We achieved two new Alliance for Water Stewardship (AWS) certifications for Sant Cugat (Spain) and Boehringer Ingelheim Shanghai Pharmaceuticals (BISPL, China) during 2025. We implement water management and water risk programs at all our production sites and seek "water stewardship" certification by the Alliance for Water Stewardship (AWS) at all sites affected by water scarcity. Our production sites in Fremont (California, USA), Mexico City (Mexico) have been certified previously and additionally one more production site (Boehringer Ingelheim BioChina, China) has started AWS Standard implementation. We continuously assess APIs and other trace substances in our production environment. Our "Clean Water" initiative ensures pharmaceutical traces in wastewater remain significantly below effect levels. This initiative collaborates with industrial networks and suppliers across the value chain.

- We have conducted Life Cycle Assessment (LCAs) for packaging (e.g., Eco-cooler) and products such as NEXGARD®, TRAJENTA® and SPIRIVA RESPIMAT® ensuring compliance with international environmental standards.

- Through our accelerator fund "MORE GREEN Fund" we continued to promote environmentally sustainable technologies and solutions for internal projects, focusing on decarbonization, renewable energy, energy efficiency, water stewardship, biodiversity and circular economy. It serves as an accelerator and best-practice database for implementing innovative clean technologies. Since 2020, it has supported 86 Capital Expenditures (CapEx) investment projects, six in 2025, which included:
  - Installation of solar photovoltaic panels on parking lot carports at Shanghai BISPL site (China).
  - Implementation of a reverse osmosis system for sustainable water reuse in cooling towers in Koropi (Greece).
  - Installation of a wastewater treatment evaporator at the Sant Cugat site (Spain).
  - Expansion of the on-site charging infrastructure to support Battery Electric Vehicle (BEV) adoption and 2030 targets in Milan (Italy).

# Report on economic position

## Macroeconomic environment

In 2025, global economic growth was surprisingly resilient, despite considerable uncertainties and political upheaval. The US introduced additional tariffs in 2025, which led to uncertainty and a change in global trade flows. According to the International Monetary Fund (IMF), the negative effects have been moderate to date, which is attributable to production and trade activities being brought forward before the introduction of the US tariffs. Supporting factors were the high investments in artificial intelligence in the United States, as well as fiscal policy measures in China aimed at counteracting the impact of tariff increases and the weakness in the real estate sector. The labor markets in some industrialized countries, including the US and Germany, showed the first signs of weakening with rising unemployment rates and falling vacancies.

According to the IMF, estimated global economic growth was +3.3%, unchanged from the previous year 2024 (+3.3%). Regional differences were apparent between industrialized and emerging market countries. Growth in the industrialized countries was at +1.6%. According to the OECD, the US economy grew by +2.0%, especially due to higher levels of investment in high-tech sectors, while growth rates in the euro zone (+1.3%) and Germany (+0.2%) were more moderate. The economies in the emerging market countries grew by +4.2%. The growth markets of Asia benefited in particular from significant investments in artificial intelligence, which led to strong demand for semiconductors and electronic products. Inflation fell from 5.8% in 2024 to 4.1% in 2025. The IMF expects inflation in most G20 countries to reach the defined targets by the end of 2025.

IQVIA, a global provider of pharmaceutical market information, estimates the size of the global pharmaceutical market in 2025 to be more than USD 1.9 trillion (EUR 1.7 trillion), which represents a year-on-year growth of +9.3%. Over the past five years, the average growth rate has been +9%. In comparison to other industries, the pharmaceutical market is shaped in the long term by the performance of the economy and, in particular, the demographics of society. In addition, the average growth of the market is influenced by new product launches and the constant improvement in global access to medical care.

In 2025, the ongoing pressure from high energy costs continued to weigh on many pharmaceutical companies – including Boehringer Ingelheim. Energy costs for production remained above average, especially in Germany, and have stabilized above the pre-pandemic level. However, the sales prices – which are often regulated – did not change, and in the US they even fell for certain medicines as a result of government measures introduced in 2025 to reduce the prices of medicinal products, including international reference pricing systems and planned import tariffs, thereby contributing to increased uncertainty for the global pharmaceutical industry. In 2025, the health systems of many countries continued to be exposed to increasing pressures due to rising costs and an aging population. In order to address these challenges, many healthcare systems relied on quick-acting measures such as mandatory price reductions for medicines, external reference pricing systems, and lengthy and complex pricing processes that delay access to innovative medicines.

Such measures carry the risk of restricting investments in new treatment options and the provision of innovative medicines. The pharmaceutical industry works closely with governments and public health authorities to meet these challenges in order to ensure and improve access to medicines in a sustainable manner, reduce delays in market approval and provide patients with innovative medicines. A reliable legal framework that promotes innovation and ensures the protection of intellectual property remains an important prerequisite for achieving this objective. The EU has therefore drawn up a guideline with a target horizon of 2029 to strengthen the life sciences by promoting innovation and expanding infrastructure, facilitating capital expenditure within the industry and developing approaches to reduce the shortage of skilled workers.

The animal health market – consisting of the pet, horse, and livestock segments – continued its growth trend in 2025. The long-term drivers of growth are primarily population growth, the rising standard of living of many people in growth markets, and the increased life expectancy of animals due to constant improvements in veterinary care and the availability of new, innovative products for treating illnesses. Additionally, the increasing humanization of the growing pet population is a key driver of increased investment in animal health by pet owners. The livestock sector is benefiting from increased demand for animal proteins and growing consumer expectations for sustainable protein production that focuses on animal welfare and emphasizes the importance of preventive animal health. In 2025, in particular, the market was influenced by the reemergence of several illnesses such as bird flu and blue tongue. This led to an urgent need for rapid vaccination and required animal health companies to bring suitable vaccines to market in a very short timeframe. In general, consolidation through mergers on the customer side

is ongoing, which leads to increased competition. In the future, growth in the Animal Health business will largely be driven by therapeutic, preventative, and digital innovation. In order to be able to grow with the market, capital expenditure needs to be continuous, sustainable, and competitive.

According to the IMF, global economic growth in 2026 will amount to +3.3%. The IMF identified a stronger than expected slowdown of the labor markets as a risk. Furthermore, persistent geopolitical tensions and protectionist measures could increasingly impact investments, disrupt supply chains, and limit production growth. The expected decline in the inflation rate may not occur if there is a new increase in commodity prices due to ongoing geopolitical tensions or extreme weather events. In contrast, agreement reached in the trade negotiations could prove positive for growth, as these would lead to lower interest rates and reduce uncertainty. Similarly, faster growth in production activity through the use of artificial intelligence could bring macroeconomic benefits.

**Currency development**

Boehringer Ingelheim's global presence means that currency trends influence its financial performance. The US dollar (USD), the Japanese yen (JPY), the Mexican peso (MXN), and the Chinese renminbi (CNY) are particularly worthy of mention here. The US dollar fluctuated between a high of EUR/USD 1.04 (January) and a low of EUR/USD 1.17 (September) in 2025. The Japanese yen fluctuated between a low of EUR/JPY 182.50 (December) and a high of EUR/JPY 158.09 (February). The Mexican peso fluctuated between a low of EUR/MXN 22.51 (April) and a high of EUR/MXN 21.79 (December) in 2025. The Chinese renminbi fluctuated between a low of EUR/CNY 8.38 (July) and a high of EUR/CNY 7.56 (January) in 2025. Significant transactional currency risks are hedged through suitable currency instruments.

**Currency development**

| Average rate – basis: 1 EUR | 2025 | 2024 | Effect on net sales (in EUR million) |
|---|---|---|---|
| US dollar | 1.13 | 1.08 | –467 |
| Japanese yen | 168.95 | 163.82 | –69 |
| Mexican peso | 21.67 | 19.82 | –86 |
| Chinese renminbi | 8.11 | 7.79 | –54 |

## Net Sales

For Boehringer Ingelheim, stable and competitive financial performance and solid financing are the basis for independence, making them the focus of our actions. On this basis, we can implement our corporate purpose "Transforming lives for generations" and invest in innovation on a competitive scale, thereby making our contribution to improving human and animal health with innovative therapies.

Boehringer Ingelheim continued the positive growth trend in 2025. We recorded net sales of EUR 27,751 million, which represents a +3.6% increase relative to the previous year's net sales figure of EUR 26,796 million. Exchange rate effects adversely affected the sales trend in 2025. Adjusted for these effects, the Group achieved a growth rate of +7.3%.

In the past financial year, Boehringer Ingelheim's activities were divided into the Human Pharma and Animal Health businesses.

**Net sales by business** (in EUR million)

| | 2025 | 2024 | Change | currency-adjusted |
|---|---|---|---|---|
| Human Pharma | 22,733 | 21,928 | +3.7% | +7.4% |
| *thereof: BioXcellence* | *1,470* | *1,235* | *+19.0%* | *+19.3%* |
| Animal Health | 4,875 | 4,749 | +2.7% | +6.5% |
| Other sales | 143 | 119 | +20.2% | +20.0% |

## Development of the businesses

### Human Pharma

In our Human Pharma business, we once again made our products available to more patients in 2025 thanks to new approvals in additional countries; we also further strengthened established products. An estimated 70 million patients[1] were treated with our products in 2025.

The Human Pharma business is the mainstay of Boehringer Ingelheim's activities and accounts for 81.9% of consolidated sales. Net sales in our Human Pharma business increased by +3.7% (currency-adjusted +7.4%) in the 2025 financial year to EUR 22,733 million. This growth was mainly driven by the established products of the JARDIANCE® family, as well as OFEV®. The growing licensing business – in particular the SKYRIZI® product licensed out to and sold by AbbVie – also contributed significantly to the positive development of the Human Pharma business.

In the BioXcellence division – which is also integrated in the Human Pharma business – net sales of EUR 1,470 million were +19.0% (currency-adjusted +19.3%) above the previous year's level due to the increased demand for market products from our business partners. The order situation for the entire business developed positively.

**Human Pharma: Net sales Top 5 products** (in EUR million)

| | 2025 | 2024 | Change | currency-adjusted |
|---|---|---|---|---|
| JARDIANCE® family | 8,785 | 8,357 | +5.1% | +8.7% |
| OFEV® | 3,825 | 3,766 | +1.6% | +5.4% |
| TRAJENTA®/JENTADUETO® | 1,469 | 1,621 | −9.4% | −5.5% |
| SPIRIVA® | 968 | 1,062 | −8.9% | −5.9% |
| ACTILYSE®/METALYSE® | 619 | 630 | −1.7% | +1.5% |

The highest-selling product was JARDIANCE®, which, in addition to treating type-2 diabetes and chronic heart failure, has also been used to treat people with chronic

1 Patient reach is on the basis of ex-factory sales and a yearly adherence factor of 1.6, derived from real-world data (RWD) of key products in focus markets.

kidney disease. The JARDIANCE® family generated net sales of EUR 8,785 million, which was thus +5.1% (currency-adjusted +8.7%) higher than in the previous year.

OFEV®, the second most successful product in terms of net sales in 2025, is primarily used to treat idiopathic pulmonary fibrosis as well as two other indications – SSc-ILD (interstitial lung disease in systemic sclerosis) and PF-ILD (progressive fibrosing interstitial lung disease). OFEV® recorded net sales of EUR 3,825 million and thus achieved a growth rate of +1.6% (currency-adjusted +5.4%).

Sales of the products TRAJENTA® and JENTADUETO® for the treatment of type-2 diabetes decreased by –9.4% (currency-adjusted –5.5%) to EUR 1,469 million.

Our product SPIRIVA®, which is used to treat chronic obstructive pulmonary disease (COPD) and asthma, was developed in line with the product life cycle. At –8.9% (currency-adjusted –5.9%), net sales in 2025 of EUR 968 million were below the previous year's level, as expected.

After a strong previous year, net sales of ACTILYSE®/METALYSE® stabilized in the 2025 financial year at EUR 619 million, which equates to a decline of –1.7% (currency-adjusted increase of +1.5%). They therefore remain among our five top-selling products.

Net sales growth of +30.6% (currency-adjusted +39.6%) was achieved for the licensing income provided by SKYRIZI®. This product, which is marketed globally by our partner AbbVie, is based on the substance risankizumab, which was largely developed by Boehringer Ingelheim and is used to treat moderate to severe plaque psoriasis and psoriatic arthritis. Additionally, the medicine is approved in further markets for the treatment of moderately to severely active Crohn's disease and for the treatment of moderately to severely colitis ulcerosa.

The Human Pharma business grew in all regions in currency-adjusted terms compared with the previous year. In 2025, the region USA generated net sales of EUR 7,562 million and remained the region with the highest net sales with a share of 33.3%. Net sales fell by –4.0% (currency-adjusted increase of +0.2%).

The EUCAN region (Europe and Canada) followed with net sales of EUR 5,620 million and a 24.7% share in 2025. This corresponds to a growth of +4.2% (currency-adjusted +4.4%).

The region emerging markets recorded a slight decline of –2.9% in net sales (currency-adjusted increase of +3.3%). Overall, net sales in these countries fell to EUR 4,059 million, which represented a 17.9% share of net sales.

Japan accounted for 5.7% of total net sales in the Human Pharma business. Here, net sales rose by +4.9% (currency-adjusted +8.2%) to EUR 1,306 million due to the significantly weaker Japanese yen (JPY) relative to the Euro (EUR).

With Global Licences, we generated net sales of EUR 2,716 million. This corresponds to a growth rate of +35.5% (currency-adjusted +44.8%).

In BioXcellence, we recorded a sales growth of +19.0% (currency-adjusted +19.3%). This resulted in net sales of EUR 1,470 million, corresponding to a share of net sales of 6.5%.

**Human Pharma: Net sales by region** (in EUR million)

| | 2025 | 2024 | Change | currency-adjusted |
|---|---|---|---|---|
| USA | 7,562 | 7,873 | –4.0% | +0.2% |
| EUCAN | 5,620 | 5,391 | +4.2% | +4.4% |
| Emerging markets | 4,059 | 4,179 | –2.9% | +3.3% |
| Japan | 1,306 | 1,245 | +4.9% | +8.2% |
| Global Licences | 2,716 | 2,005 | +35.5% | +44.8% |
| BioXcellence | 1,470 | 1,235 | +19.0% | +19.3% |

### Animal Health

In the past financial year, the Animal Health business achieved net sales totaling EUR 4,875 million and therefore provided almost 17.6% of the Group's net sales. Animal Health was able to increase net sales by +2.7% (currency-adjusted +6.5%).

**Animal Health: Net sales Top 4 products** (in EUR million)

| | 2025 | 2024 | Change | currency-adjusted |
|---|---|---|---|---|
| NEXGARD® | 1,404 | 1,352 | +3.8% | +8.5% |
| FRONTLINE® | 370 | 399 | −7.3% | −5.0% |
| INGELVAC CIRCOFLEX®/FLEXCOMBO® | 236 | 215 | +9.8% | +12.9% |
| HEARTGARD® | 216 | 236 | −8.5% | −4.4% |

Our top-selling Animal Health medicines come from the pet business: the antiparasitic NEXGARD® recorded sales growth of +3.8% (currency-adjusted +8.5%) to EUR 1,404 million in 2025 and therefore remained the highest-selling product family in the portfolio of the Animal Health business in the 2025 fiscal year. Due to the continued growth and the market launches of NEXGARD® PLUS and NEXGARD® COMBO, the NEXGARD® family was one of the top-selling brands in the Animal Health industry in 2025 and was able to continue the strong growth path from previous years.

Sales development for the antiparasitic FRONTLINE® and the HEARTGARD® medicine was negative. FRONTLINE® sales decreased by −7.3% (currency-adjusted −5.0%) to EUR 370 million, while sales of HEARTGARD® recorded a decline of −8.5% (currency-adjusted −4.4%) to EUR 216 million.

The development of our swine vaccine INGELVAC CIRCOFLEX®/FLEXCOMBO® was positive in 2025. Net sales increased by +9.8% (currency-adjusted +12.9%) to EUR 236 million.

In Animal Health, we were able to exceed the previous year's sales in almost all regions. In the US, we were at the previous year's level (currency-adjusted +4.3%) but were able to grow strongly in the poultry and swine segment in particular.

In the EUCAN region, we achieved net sales growth of +7.2% (currency-adjusted +7.9%), especially thanks to the growth in the pet segment.

In ALAMEA (Asia, Latin America, Middle East, Africa), net sales grew by +1.7% (currency-adjusted +8.4%) and totaled EUR 1,138 million.

In the TCM region (Chinese market), net sales rose by +5.2% (currency-adjusted +8.6%) to EUR 222 million.

**Animal Health: Net sales by region** (in EUR million)

| | 2025 | 2024 | Change | currency-adjusted |
|---|---|---|---|---|
| USA | 2,071 | 2,072 | −0.0% | +4.3% |
| EUCAN | 1,444 | 1,347 | +7.2% | +7.9% |
| ALAMEA | 1,138 | 1,119 | +1.7% | +8.4% |
| TCM | 222 | 211 | +5.2% | +8.6% |

**Other sales/discontinued operations**

Other net sales also include the activities of discontinued operations that are no longer of strategic importance for Boehringer Ingelheim.

# Report on expected developments

Boehringer Ingelheim can look back on a successful financial year in 2025, in which we achieved our objectives in terms of our contribution to the well-being of patients, livestock, and pets. Despite the very volatile environment, we were able to ensure the company's sustainable development and growth.

The global economic developments of the past year will continue to impact the 2026 financial year and will further challenge us. We expect global inflation rates to decline and to converge towards long-term targets. Even if the ongoing global decline in inflation continues, we see risks which may have a negative impact on price stability. At the same time, we are observing the rising geopolitical uncertainties and the associated potential risks for the global economy. Existing geopolitical tensions increase in particular uncertainty about oil price developments. Protectionist measures by individual countries can adversely affect trade relations and disrupt supply chains. Energy prices, particularly in Europe, are expected to ease again in the medium term. So, our expectations for the world economy for next year remain cautious.

We believe opportunities will outweigh risks for Boehringer Ingelheim in 2026 and plan to invest in this opportunity accordingly. This will enable us to continue to contribute, improve the lives of humans and animals and grow sustainably. However, a more exact outlook remains difficult in the current economic situation.

In addition to increasing geopolitical tensions, the greatest uncertainty over the coming years will be the potential impact of monetary policy measures and various government economic recovery, sustainability, and support programs on the respective government's budget planning and whether this will result in policy shifts related to innovative medicines. We expect high single digit market growth in 2026 for prescription pharmaceuticals but are also observing increasing global institutional efforts to lower the prices of medicinal products. In view of this development, the financial ability to act with regard to sustainable growth and innovation remains of great importance to us.

We also expect moderate market growth in the Animal Health business in the new financial year, for which research and innovation are of central importance. Together with our business partners, we intend to continue to provide our customers with innovative solutions. For Boehringer Ingelheim, various new launches in both the pet and livestock segments will enable growth in the magnitude of the market.

Our consistently high R&D expenditure, which once again increased in 2025, is in line with our strategic focus on continuing to drive growth and the flow of new products. In 2025, we once again achieved our goal to enhance our internal pipeline through external innovation and partnerships. We will continue to actively pursue this strategy in 2026. We invest in our own and external R&D after close investigation of the therapeutic benefit and the associated prospects for success. The continuous development and expansion of our research and development pipeline indicates short-, medium-, and long-term growth potential. We expect to see a further increase in R&D investments in new medicines in 2026 and intend to reach new milestones in research and development as well as multiple new market approvals.

In addition to patent expiry, the major challenges facing the research-driven pharmaceutical industry are the increasing amount of investment in R&D as well as bigger hurdles and increased costs associated with product approvals. On the sales side, the already mentioned increasing cost burden on the healthcare system is intensifying the pressure on the sales prices of medicines.

In conjunction with the long planning and development cycles for new products, growing public cost pressure means that our business is less predictable. This requires us to quickly recognize and seize opportunities in both Human Pharma and Animal Health while also continuously monitoring and adjusting costs and business processes. In 2025, we implemented measures in all our business areas to accelerate the speed of our response to changes, reduce the complexity of the organization, and optimize the cost base. In this way, we are creating potential for capital expenditure and securing the company's long-term success.

Boehringer Ingelheim develops therapies that transform lives – today and for generations to come. As a family owned company, we have thereby ensured our competitiveness and long-term entrepreneurial independence since we were founded in 1885. We are confident that we will achieve our ambitious targets in all of our business areas, thanks to our great innovative strength, which rests on a competitive portfolio of prospective products, our global presence, and the support of our highly qualified and motivated employees.

# Overview of selected consolidated companies

**C.H. Boehringer Sohn AG & Co. KG,**
***Ingelheim am Rhein***

**Boehringer Ingelheim Vetmedica GmbH,**
***Ingelheim am Rhein***

**Argentina** V
- Boehringer Ingelheim Animal Health Argentina S.A., *Buenos Aires*

**Australia** V
- Boehringer Ingelheim Animal Health Australia Pty. Ltd., *North Ryde*

**Belgium** V P
- Boehringer Ingelheim Animal Health Belgium S.A., *Brussels*
- Boehringer Ingelheim Veterinary Medicine Belgium NV, *Evergem*

**Brazil** V P
- Boehringer Ingelheim Animal Health do Brasil Ltda., *São Paulo*

**Canada** V
- Boehringer Ingelheim Animal Health Canada Inc., *Burlington*

**China** V P F
- Nanchang Boehringer Ingelheim Animal Health Co., Ltd., *Nanchang*
- Boehringer Ingelheim Animal Health (Shanghai) Co., Ltd., *Shanghai*
- Boehringer Ingelheim Animal Health Operations (China) Co., Ltd., *Taizhou City*
- Boehringer Ingelheim Vetmedica (China) Co., Ltd., *Taizhou City*

**Denmark** V P
- Boehringer Ingelheim Animal Health Denmark A/S, *Copenhagen*

**France** V P F
- Boehringer Ingelheim Animal Health France, *Lyon*

**Italy** V P
- Boehringer Ingelheim Animal Health Italia S.p.A., *Mailand*

**Japan** V F
- Boehringer Ingelheim Animal Health Japan Co., Ltd., *Tokyo*

**Mexico** V P
- Boehringer Ingelheim Animal Health México S.A. de C.V., *Mexico City*

**Netherlands** V F
- Boehringer Ingelheim Animal Health Netherlands B.V., *Alkmaar*

**New Zealand** V
- Boehringer Ingelheim Animal Health New Zealand Limited, *Auckland*

**Philippines** V
- Boehringer Ingelheim Animal Health Philippines, Inc., *Makati City*

**Puerto Rico** P
- Boehringer Ingelheim Animal Health Puerto Rico LLC, *Barceloneta*

**Switzerland** F
- Boehringer Ingelheim Veterinary Medicine Switzerland AG, *Zürich*

**South Africa** V
- Boehringer Ingelheim Animal Health South Africa Pty Ltd., *Midrand, Gauteng*

**South Korea** V
- Boehringer Ingelheim Animal Health Korea Ltd., *Seoul*

**Spain** V
- Boehringer Ingelheim Animal Health España, S.A.U., *Barcelona*

**Taiwan** V
- Boehringer Ingelheim Animal Health Taiwan Co., Ltd., *Taipei*

**Thailand** V
- Boehringer Ingelheim Animal Health (Thailand) Limited, *Bangkok*

**United Kingdom** V P
- Boehringer Ingelheim Animal Health UK Limited, *Bracknell*

**USA** V P F
- Boehringer Ingelheim Animal Health USA, Inc., *Wilmington, Delaware*

**Germany** V P F
- Boehringer Ingelheim Corporate Center GmbH, *Ingelheim am Rhein*
- Boehringer Ingelheim GmbH, *Ingelheim am Rhein*
- Boehringer Ingelheim Pharma GmbH & Co. KG, *Ingelheim am Rhein*
- Boehringer Ingelheim microParts GmbH, *Dortmund*
- Boehringer Ingelheim Venture Fund GmbH, *Ingelheim am Rhein*
- Boehringer Ingelheim Biopharmaceuticals GmbH, *Ingelheim am Rhein*
- Boehringer Ingelheim Middle East & Africa GmbH, *Ingelheim am Rhein*
- Boehringer Ingelheim Therapeutics GmbH, *Ochsenhausen*
- BI X GmbH, *Ingelheim am Rhein*

V Distribution P Production F Research & Development

**C.H. Boehringer Sohn Grundstücksverwaltung GmbH & Co. KG,** ***Ingelheim am Rhein***

**Boehringer Ingelheim International GmbH,** ***Ingelheim am Rhein***

**Argentina** V
- Boehringer Ingelheim S.A., *Buenos Aires*

**Australia** V
- Boehringer Ingelheim Pty. Ltd., *North Ryde*

**Austria** V F
- Boehringer Ingelheim RCV GmbH & Co. KG, *Vienna*
- Boehringer Ingelheim Pharma Gesellschaft mbH, *Vienna*
- Forschungsinstitut für molekulare Pathologie Gesellschaft mbH, *Vienna*
- ViraTherapeutics GmbH, *Rum*

**Belgium** V
- Boehringer Ingelheim SComm, *Brussels*

**Brazil** V
- Boehringer Ingelheim do Brasil Química e Farmacêutica Ltda., *São Paulo*

**Canada** V
- Boehringer Ingelheim (Canada) Ltd., *Toronto*

**Chile** V
- Boehringer Ingelheim Ltda., *Santiago de Chile*

**China** V
- Boehringer Ingelheim Shanghai Pharmaceuticals Co., Ltd., *Shanghai*
- Boehringer Ingelheim Biopharmaceuticals (China), Ltd., *Shanghai*
- Boehringer Ingelheim (China) Investment Co., Ltd., *Shanghai*
- BI X E-Health Technology (Shanghai) Co., Ltd., *Shanghai*

**Colombia** V
- Boehringer Ingelheim S.A., *Santa Fé de Bogotá*

**Croatia** V
- Boehringer Ingelheim Zagreb d.o.o., *Zagreb*

**Czech Republic** V
- Boehringer Ingelheim, spol. s.r.o., *Prague*

**Denmark** V
- Boehringer Ingelheim Danmark A/S, *Copenhagen*

**Ecuador** V
- Boehringer Ingelheim Del Ecuador Cia. Ltda., *Quito*

**Finland** V
- Boehringer Ingelheim Finland Ky, *Espoo*

**France** V
- Boehringer Ingelheim France S.A.S., *Paris*

**Greece** V
- BOEHRINGER INGELHEIM HELLAS SINGLE MEMBER S.A., *Kallithea*

**Hong Kong** V
- Boehringer Ingelheim (Hong Kong) Ltd., *Hong Kong*

**India** V
- Boehringer Ingelheim India Private Ltd., *Mumbai*

**Indonesia** V
- PT Boehringer Ingelheim Indonesia, *Jakarta*

**Israel** V
- Boehringer Ingelheim Israel Ltd., *Tel Aviv*

**Italy** V
- Boehringer Ingelheim Italia S.p.A., *Milan*
- Bidachem S.p.A., *Fornovo S. Giovanni*

**Japan** V F
- Nippon Boehringer Ingelheim Co., Ltd., *Tokyo*
- Boehringer Ingelheim Seiyaku Co., Ltd., *Yamagata*

**Mexico** V
- Boehringer Ingelheim Mexico S.A. de C.V., *Mexico City*
- Boehringer Ingelheim Vetmedica S.A. de C.V., *Guadalajara*
- Boehringer Ingelheim Promeco S.A. de C.V., *Mexico City*

**Netherlands** V
- Boehringer Ingelheim B.V., *Alkmaar*

**New Zealand** V
- Boehringer Ingelheim (N.Z.) Limited, *Auckland*

**Peru** V
- Boehringer Ingelheim Peru S.A.C., *Lima*

**Philippines** V
- Boehringer Ingelheim (Philippines), Inc., *Makati City*

**Poland** V
- Boehringer Ingelheim Sp. z o.o., *Warsaw*

**Portugal** V
- Boehringer Ingelheim Portugal, LDA, *Lisbon*

**Russia** V
- LLC Boehringer Ingelheim, *Moscow*

**Saudi Arabia** V
- Boehringer Ingelheim Saudi Arabia Trading, *Riyadh*

**Serbia** V
- Boehringer Ingelheim Serbia DOO Beograd, *Belgrade*

**South Africa** V
- Ingelheim Pharmaceuticals (Proprietary) Ltd., *Midrand, Gauteng*

**South Korea** V
- Boehringer Ingelheim Korea Ltd., *Seoul*

**Spain** V
- Boehringer Ingelheim España S.A., *Barcelona*

**Sweden** V
- Boehringer Ingelheim Aktiebolag, *Stockholm*

**Switzerland** V F
- Boehringer Ingelheim (Schweiz) GmbH, *Basel*
- NBE-Therapeutics AG, *Basel*
- Amal Therapeutics S.A., *Geneva*
- T3 Pharmaceuticals AG, *Allschwil*

**Taiwan** V
- Boehringer Ingelheim Taiwan Ltd., *Taipei*

**Thailand** V
- Boehringer Ingelheim (Thai) Ltd., *Bangkok*

**Türkiye** V
- Boehringer Ingelheim Ilaç Ticaret A.S., *Istanbul*

**United Kingdom** V
- Boehringer Ingelheim Ltd., *Bracknell*

**USA** V F
- Boehringer Ingelheim Pharmaceuticals, Inc., *Wilmington, Delaware*
- Boehringer Ingelheim Fremont, Inc., *Wilmington, Delaware*
- Boehringer Ingelheim USA Corporation, *Wilmington, Delaware*
- Nerio Therapeutics, Inc., *Wilmington, Delaware*

**Vietnam** V
- Boehringer Ingelheim Animal Health Vietnam Limited Liability Company, *Ho Chi Minh City*
- Boehringer Ingelheim Vietnam Limited Liability Company, *Ho Chi Minh City*

# Imprint

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represented by the Board of Managing Directors:
Shashank Deshpande (Chairman),
Michael Schmelmer (Vice Chairman),
Dr. Paola Casarosa, Harsha Deshmukh,
Frank Hübler, Dr. Armin Wiesler

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Urban Zintel, Boehringer Ingelheim

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2026

**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**<br>MARSH USA, LLC.<br>445 SOUTH STREET<br>MORRISTOWN, NJ 07960-6454<br>Attn: Morristown.Certrequest@marsh.com/ Fax:212-948-0979<br><br>CN101703994--GAW-26-27 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Boehringer Ingelheim Animal Health USA LLC<br>3239 Satellite Blvd<br>Duluth, GA 30096 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Hartford Fire Insurance Company — 19682<br>**INSURER B :** Hartford Accident and Indemnity Company — 22357<br>**INSURER C :** Twin City Fire Insurance Company — 29459<br>**INSURER D :** N/A — N/A<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-012602696-01 **REVISION NUMBER:** 1

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**<br>CLAIMS-MADE [X] OCCUR<br>X PRODUCTS IS SELF-INSURED<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | 13 CSE S78702 | 01/01/2026 | 01/01/2027 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 10,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ N/A |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 13 WN S78700 (AOS) | 01/01/2026 | 01/01/2027 | X PER STATUTE OTH-ER | |
| C | | | | 13 WBR S78701 (WI) | 01/01/2026 | 01/01/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Nassau County is included as additional insured (except workers' compensation) where required by written contract.

**CERTIFICATE HOLDER**

Nassau County
1 West Street
Minola, 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**
**of Marsh USA LLC**

Marsh USA LLC

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Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-41-2026

| | |
|---|---|
| Subject: TASERS<br>Replaces BPNC21000117 | Date:<br>May 1,2026 |
| Department: Department of Shared Services<br>Office of Purchasing | Vendor Name:<br>Axon Enterprise Inc. |
| | Contract Number:<br>A-41-2026 |
| Department Head Signature<br>Melissa Galucci Melissa Galucci | Contract Manager Name:<br>Anette Sullivan, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/2/2026 SBS | CPO | 7/2/26 | Budget |
| 6/17/26 SBS | County Atty. | 7/6/26 | County Exec. |
| 6/23/26 SBS transmit | | | |

Significant Adverse Information Identified? [Yes/No _x_] (If Yes, attach memo.)

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Tasers for the Nassau County Police Department.

**Discussion:**

The Nassau County Police Department requests sole source approval for the purchase of Taser X26P ECW's and accessories. Axon is the sole manufacturer for the Taser X26P, which currently issued to Department members. This ECW has been in use with the Department since 2013. Department members have been trained and outfitted with the Taser X26P and its components. There are limited ECW options available, and any switch to another ECW would require a larger purchase, test and evaluation period and re-training.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order shall be Five Million Dollars ($5,000,000.00) from PDPDH1573 BB210 PWCAPCAP 00005 50702 and 00005.

**Recommendation:** Department of Shared Services, Office of Purchasing, recommends awarding a blanket purchase order to Axon Enterprise, Inc., as the sole source provider.

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 JUL -6 A 11:59

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-41-2026**

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

**DATE:** MAY 4, 2026

**SUBJECT:** RESOLUTION – THE 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 FIVE MILLION DOLLARS ($5,000,000.00) FOR TASERS FOR THE NASSAU COUNTY POLICE TO AXON ENTERPRISE INC.

THE ABOVE-DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION 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

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) CERTIFICATE OF LIABILITY INSURANCE
(5) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

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 AXON ENTERPRISE, INC.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that the AXON ENTERPRISE, 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 Blanket Purchase Order with AXON ENTERPRISE, 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:
Natalie Sharp [NSHARP@AXON.COM]

Dated: 02/09/2026 12:21:46 pm

Vendor: Axon Enterprise, Inc.

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: Robert E. Driscoll, Jr.
   Date of birth: 02/04/1972
   Home address: 17521 N. 96th Way
   City: Scottsdale State/Province/Territory: AZ Zip/Postal Code: 85255
   Country: US

   Business Address: 17800 N. 85th Street
   City: Scottsdale State/Province/Territory: AZ Zip/Postal Code: 85255
   Country US
   Telephone: 800-978-2737

   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 | 04/27/2015 | | |
| (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, Robert E. Driscoll, Jr. , 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, Robert E. Driscoll, Jr. , 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.

Axon Enterprise, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert E. Driscoll, Jr. BOBBY@AXON.COM

Deputy General Counsel
Title

04/30/2026 04:28:07 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: 02/09/2026

1) Proposer's Legal Name: Axon Enterprise, Inc.

2) Address of Place of Business: 17800 N. 85th Street, AZ

City: Scottsdale State/Province/ Territory: AZ Zip/Postal Code: 85255

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: 832176382

5) Federal I.D. Number: 860741227

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:
See attached.

1 File(s) uploaded: Axon Entity Org Chart - 03.31.26 (3).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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
In 2020 the FTC filed an administrative enforcement action against Axon relating to its 2018 acquisition of BWC competitor Vievu The case was dismissed in 2023 after full discovery without consent decree or any other government action."

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.
In 2020 the FTC filed an administrative enforcement action against Axon relating to its 2018 acquisition of BWC competitor Vievu The case was dismissed in 2023 after full discovery without consent decree or any other government action."

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.

Axon maintains policies and internal controls designed to identify and address potential conflicts of interest. Prior to hire, prospective employees are expected to disclose potential conflicts, and employees are required to disclose actual or potential conflicts that arise during their employment. Reported matters are reviewed as appropriate to determine whether mitigation steps are necessary.

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;
09/07/1993

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.
Company is a publicly traded on NASDAQ.

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

1 File(s) uploaded: Secretary's Certificate - Robert E. Driscoll, Jr..docx.pdf

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
5104

vi) Annual revenue of firm;
2700000000

vii) Summary of relevant accomplishments
Axon manufactures and distributes de-escalation tools and technologies including TASER brand energy weapons to various agencies world wide for the last 32 years.

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

B. Indicate number of years in business.
32

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

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 Rochester Police Department

| | |
|---|---|
| Contact Person | Michael Grabowski |
| Address | 1190 SCOTTSVILLE RD |
| City | Rochester |
| State/Province/Territory | NY |
| Country | US |
| Telephone | (585) 428-7033 |
| Fax # | (585) 428-7493 |
| E-Mail Address | mg1396@cityofrochester.gov |

| | |
|---|---|
| Company | Niagara County Sheriffs |
| Contact Person | James Voutour |
| Address | 5526 Niagara St |
| City | Lockport |
| State/Province/Territory | NY |
| Country | US |
| Telephone | (716) 438-3393 |
| Fax # | (716) 439-7205 |
| E-Mail Address | james.voutour@niagaracounty.com |

| | |
|---|---|
| Company | Metropolitan Transit Authority |
| Contact Person | Patrick Carolan |
| Address | 420 Lexington Ave STE 425 |
| City | New York |
| State/Province/Territory | NY |
| Country | US |
| Telephone | (212) 878-1084 |
| Fax # | (212) 878-4739 |
| E-Mail Address | pcarolan@mtapd.org |

I, Natalie Sharp , 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, Natalie Sharp , 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.

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Name of submitting business: Axon Enterprise, Inc.

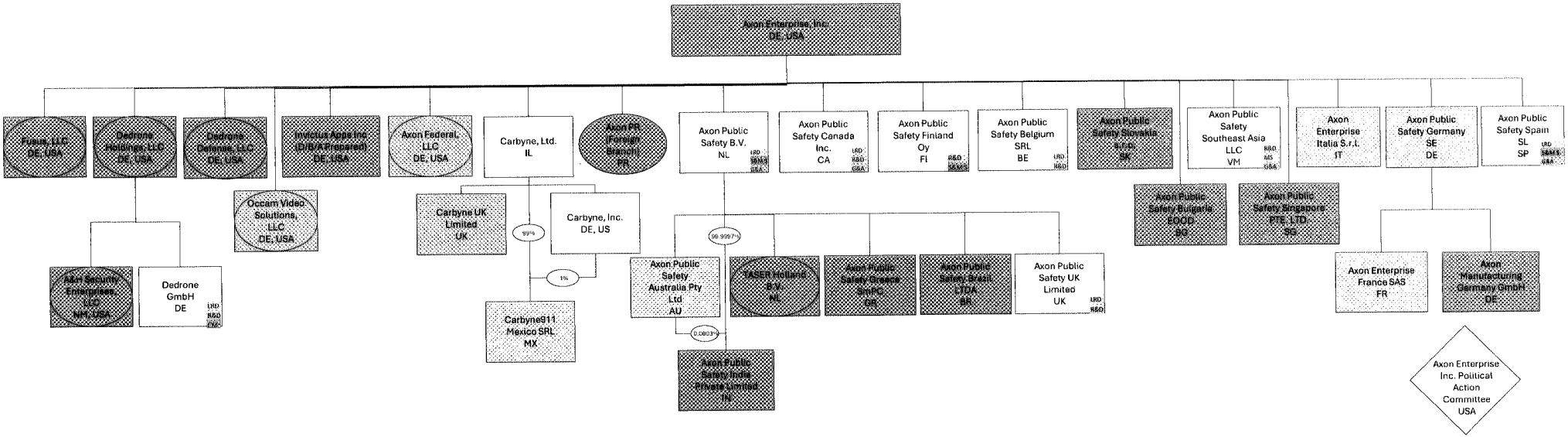
Electronically signed and certified at the date and time indicated by:
Natalie Sharp NSHARP@AXON.COM

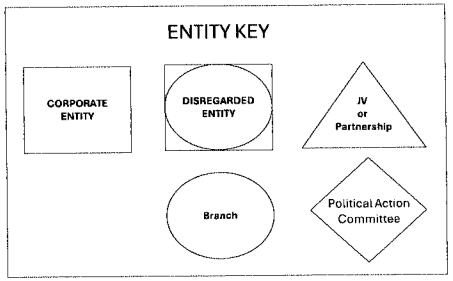
Contracts Administrator
Title

04/30/2026
Date

# Entity Organizational Chart

March 31, 2026




| | |
|---|---|
| | U.S. Domestic entities |
| | Multi function entities |
| | Limited Risk Distributor |
| | Marketing Support |
| | Sales & Marketing Support |
| | Research & Development |
| | Contract Manufacturer |
| | Toll Manufacturer |
| | G&A Services |
| | Inactive / In liquidation |

- All entities are 100% owned unless stated otherwise
- NOTE: Axon Enterprise, Inc. has investments in unconsolidated entities, which Axon holds minority ownerships in, please refer to summary listing on slide 7.
- Axon Enterprise Inc Political Action Committee – "PAC" – is a political organization established under §527 and is not directly owned by any entity within the organization.

**CONFIDENTIAL**

Docusign Envelope ID: D8911A67-0556-4FAF-8D85-4C31F36DA713

# CORPORATE SECRETARY'S CERTIFICATE OF

# AXON ENTERPRISE, INC.

**January 13, 2026**

The undersigned certifies that he is the duly elected and qualified Corporate Secretary of Axon Enterprise, Inc. (the "**Company**") and does hereby certify, solely in such capacity and not in an individual capacity, that, as of the date set forth above, Robert E. Driscoll, Jr., serving in the capacity of Vice President, Deputy General Counsel and Assistant Corporate Secretary of the Company as of the date set forth above, is duly authorized to legally bind the Company.

IN WITNESS WHEREOF, I have signed this certificate as of the date set forth above as the duly elected and qualified Corporate Secretary of the Company.

AXON ENTERPRISE, INC.

Signed by:
By: Isaiah Fields
D415764CFA3141D...
Isaiah Fields, Corporate Secretary

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Lina M. Khan, Chair
Rebecca Kelly Slaughter
Alvaro M. Bedoya

| | |
|---|---|
| In the Matter of<br><br>Axon Enterprise, Inc.,<br><br>a corporation. | Docket No. 9389 |

# ORDER RETURNING MATTER TO ADJUDICATION AND DISMISSING COMPLAINT

The Commission voted to issue an administrative complaint on January 3, 2020, consistent with the directive that Congress set forth in the FTC Act.[1] Thereafter, the parties chose to file in federal court a complaint alleging, *inter alia*, that the FTC's administrative adjudication process is constitutionally deficient. On April 8, 2020, the federal district court dismissed Axon's complaint due to a lack of subject matter jurisdiction. Axon appealed to the United States Court of Appeals for the Ninth Circuit. In September 2020, Axon filed an Emergency Motion to Stay Administrative Trial with the Ninth Circuit, asking the court to temporarily stay the evidentiary hearing scheduled before this Commission pending consideration of Axon's appeal. In October 2020, the Ninth Circuit granted Axon's motion. As a result, the administrative adjudication process was stayed. That federal court challenge resulted in years of litigation going all the way up to the Supreme Court, which rendered a decision on the jurisdictional issue in April 2023.

At this point—nearly four years after this merger challenge was first filed and six years after the deal was consummated—the constitutional challenge has now been remanded to the federal district court in which it began. In that federal court litigation, Axon has now filed an Amended Complaint raising, yet again, constitutional challenges to the Commission's

[1] Congress directed the Commission to enforce the FTC and Clayton Acts through administrative adjudication. 15 U.S.C. §§ 21(b), 45(b). The Commission can also bring a federal court action seeking preliminary relief under Section 13(b) of the FTC Act when necessary to prevent a merger's consummation pending administrative adjudication, and the Commission will sometimes seek to permanently enjoin a merger in federal court under Section 13(b) when it is jointly bringing an action with State law enforcement authorities, *see FTC v. H.J. Heinz Co.*, 246 F.3d 708, 714 (D.C. Cir. 2001), and *St. Alphonsus Med. Center-Nampa Inc. v. St. Luke's Health Sys., Ltd.*, 778 F.3d 775 (9th Cir. 2015), but that was not the case here.

adjudication process. The Commission anticipates those challenges will likely result in years of additional litigation, further delaying the administrative adjudication that would reach the merits of the antitrust action here.

Every anticompetitive merger harms markets and adversely affects the American people, and the allegations in the complaint suggest this one is no different. The complaint states that this merger eliminated competition between two rivals, effectively creating a monopoly and harming both police departments and communities who fund them. As it does with any enforcement action, however, the Commission must constantly evaluate the deployment of its limited agency resources to ensure maximal efficacy and utility. Here, there are a variety of factors we must consider in pursuit of those priorities, including the increasingly unlikely possibility of reaching a timely resolution of the antitrust merits that led to the filing of our complaint in the first place.

Based on the totality of the circumstances, we have come to the difficult conclusion that the public interest requires that this litigation no longer be continued.

Accordingly,

**IT IS ORDERED THAT** this matter be, and it hereby is, returned to adjudication; and

**IT IS FURTHER ORDERED THAT** the Complaint in this matter be, and it hereby is, **DISMISSED.**

By the Commission.

April J. Tabor
Secretary

SEAL:
ISSUED: 10/06/2023

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Lina M. Khan, Chair
Rebecca Kelly Slaughter
Alvaro M. Bedoya

In the Matter of

Axon Enterprise, Inc.,

a corporation.

Docket No. 9389

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At this point—nearly four years after this merger challenge was first filed and six years after the deal was consummated—the constitutional challenge has now been remanded to the federal district court in which it began. In that federal court litigation, Axon has now filed an Amended Complaint raising, yet again, constitutional challenges to the Commission's

[1] Congress directed the Commission to enforce the FTC and Clayton Acts through administrative adjudication. 15 U.S.C. §§ 21(b), 45(b). The Commission can also bring a federal court action seeking preliminary relief under Section 13(b) of the FTC Act when necessary to prevent a merger's consummation pending administrative adjudication, and the Commission will sometimes seek to permanently enjoin a merger in federal court under Section 13(b) when it is jointly bringing an action with State law enforcement authorities, *see FTC v. H.J. Heinz Co.*, 246 F.3d 708, 714 (D.C. Cir. 2001), and *St. Alphonsus Med. Center-Nampa Inc. v. St. Luke's Health Sys., Ltd.*, 778 F.3d 775 (9th Cir. 2015), but that was not the case here.

adjudication process. The Commission anticipates those challenges will likely result in years of additional litigation, further delaying the administrative adjudication that would reach the merits of the antitrust action here.

Every anticompetitive merger harms markets and adversely affects the American people, and the allegations in the complaint suggest this one is no different. The complaint states that this merger eliminated competition between two rivals, effectively creating a monopoly and harming both police departments and communities who fund them. As it does with any enforcement action, however, the Commission must constantly evaluate the deployment of its limited agency resources to ensure maximal efficacy and utility. Here, there are a variety of factors we must consider in pursuit of those priorities, including the increasingly unlikely possibility of reaching a timely resolution of the antitrust merits that led to the filing of our complaint in the first place.

Based on the totality of the circumstances, we have come to the difficult conclusion that the public interest requires that this litigation no longer be continued.

Accordingly,

**IT IS ORDERED THAT** this matter be, and it hereby is, returned to adjudication; and

**IT IS FURTHER ORDERED THAT** the Complaint in this matter be, and it hereby is, **DISMISSED.**

By the Commission.

April J. Tabor
Secretary

SEAL:
ISSUED: 10/06/2023

# Delaware

The First State



*I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AXON ENTERPRISE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF FEBRUARY, A.D. 2026.*

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

*AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AXON ENTERPRISE, INC." WAS INCORPORATED ON THE FIFTH DAY OF JANUARY, A.D. 2001.*

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

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203045634

Date: 02-09-26

3337819 8300

SR# 20260503801

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

February 9, 2026

**Board of Directors**

Michael Garnreiter, Chairman of the Board

Erika Ayers Badan, Director

Adriane Brown, Director

Julie Anne Cullivan, Director

Caitlin Kalinowski, Director

Dr. Matthew R. McBrady, Director

Todd Morgenfeld, Director

Hadi Partovi, Director

Graham Smith, Director

Rick Smith, Director, CEO & Founder

Chief Jeri Williams, Director

# Delaware

The First State



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COUNTY OF NASSAU

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

1. Name of the Entity: Axon Enterprise, Inc.

Address: 17800 N. 85th Street

City: Scottsdale State/Province/Territory: AZ Zip/Postal Code: 85255

Country: US

2. Entity's Vendor Identification Number: 86-0741227

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):

1 File(s) uploaded: 4. Response.docx

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.

Blackrock - https://www.sec.gov/Archives/edgar/data/1069183/000205211325001475/xslSCHEDULE_13G_X01/primary_doc.xml
Vanguard - https://www.sec.gov/Archives/edgar/data/102909/000010290925000037/xslSCHEDULE_13G_X01/primary_doc.xml

1 File(s) uploaded: AXON (Axon Enterprise Inc.) (10-K) 2026-02-25.pdf_.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.

See attached.

1 File(s) uploaded: Axon Entity Org Chart - 03.31.26 (3).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:
Natalie Sharp [NSHARP@AXON.COM]

Dated: 04/30/2026 04:22:36 pm

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.

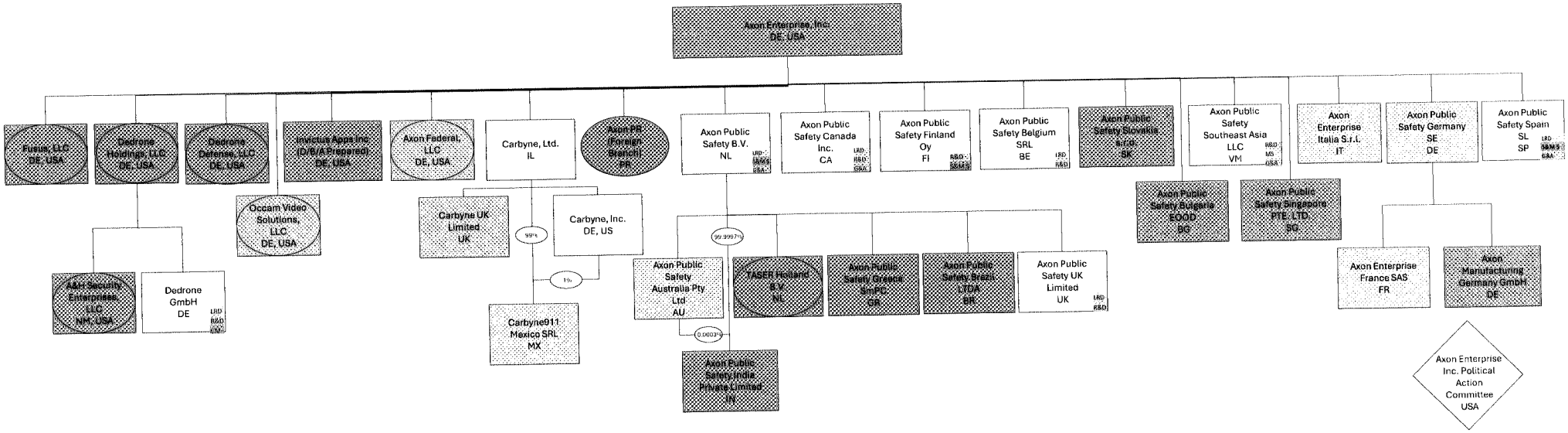
**4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets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

Board of Directors:
Michael Garnreiter, Chairman of the Board
Erika Ayers Badan, Director
Adriane Brown, Director
Julie Anne Cullivan, Director
Caitlin Kalinowski, Director
Dr. Matthew R. McBrady, Director
Todd Morgenfeld, Director
Hadi Partovi, Director
Graham Smith, Director
Rick Smith, Director, CEO & Founder
Chief Jeri Williams, Director

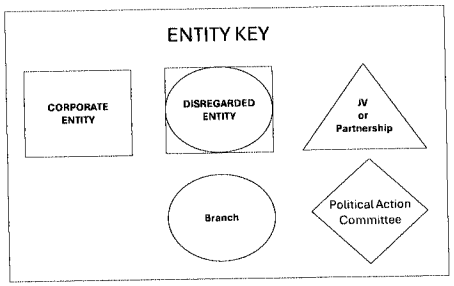
Corporate Officers:
Rick Smith, CEO & Founder
Josh Isner, President
Brittany Bagley, Chief Operating Officer & Chief Financial Officer
Jeff Kunins, Chief Product Officer & Chief Technology Officer
Cameron Brooks, Chief Revenue Officer
Isaiah Fields, Chief Legal Officer

# Entity Organizational Chart

March 31, 2026




- All entities are 100% owned unless stated otherwise
- NOTE: Axon Enterprise, Inc. has investments in unconsolidated entities, which Axon holds minority ownerships in, please refer to summary listing on slide 7.
- Axon Enterprise Inc Political Action Committee – "PAC" – is a political organization established under §527 and is not directly owned by any entity within the organization.




| | |
|---|---|
| | U.S. Domestic entities |
| | Multi function entities |
| | Limited Risk Distributor |
| | Marketing Support |
| | Sales & Marketing Support |
| | Research & Development |
| | Contract Manufacturer |
| | Toll Manufacturer |
| | G&A Services |
| | Inactive / In liquidation |

**CONFIDENTIAL**

February 9, 2026

**Board of Directors**

Michael Garnreiter, Chairman of the Board

Erika Ayers Badan, Director

Adriane Brown, Director

Julie Anne Cullivan, Director

Caitlin Kalinowski, Director

Dr. Matthew R. McBrady, Director

Todd Morgenfeld, Director

Hadi Partovi, Director

Graham Smith, Director

Rick Smith, Director, CEO & Founder

Chief Jeri Williams, Director

# Nassau County Police Department

Bruce Blakeman
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

Patrick J. Ryder
POLICE COMMISSIONER

**DATE:** March 10, 2026

**TO:** Nassau County Division of Purchasing

**FROM:** Lieutenant George La Rosa, Serial No. 8427, Shield No. 356, Commanding Officer, Firearms Training Unit

**SUBJECT: SOLE SOURCE JUSTIFICATION, Axon Taser X26P Electronic Control Weapon (ECW)**

The Nassau County Police Department requests sole source approval for the purchase of replacement Taser X26P ECW's and accessories. Axon is the sole manufacturer for the Taser X26P, which currently issued to Department members. This ECW has been in use with the Department since 2013. Department members have been trained and outfitted with the Taser X26P and its components. There are limited ECW options available, and any switch to another ECW would require a larger purchase, test and evaluation period and re-training.

Thank you for the consideration.

Respectfully,

George La Rosa
Lieutenant/Commanding Officer

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SCOTTSDALE, ARIZONA 85255

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| SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS<br>Choose an item. | SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS |
|---|---|
| **Axon Enterprise, Inc.**<br>**17800 N. 85th Street, Scottsdale, AZ 85255**<br>**Phone: 800-978-2737**<br>**Fax: 480-991-0791** | **Axon Enterprise, Inc.**<br>**17800 N. 85th Street, Scottsdale, AZ 85255**<br>**Phone: 800-978-2737**<br>**Fax: 480-991-0791** |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Axon Logo, Axon, Axon Body, Axon Citizen, Axon Evidence, Axon Records, Axon Respond, Axon Signal, X2, X26P, TASER, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2026 Axon Enterprise, Inc.

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2/16/2026

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CO, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

## TASER Energy Weapon Descriptions

### TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

### TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock

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- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

**TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

**X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be

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stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

**X26P Energy Weapon**
- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

**Axon Signal Performance Power Magazine (SPPM)**
- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

## TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 10 Models: 100390, 100391
   - TASER 10 Inert Device Model 100392
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for energy weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395

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- TASER 10 inert training magazine (red), item number 100396

4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 100400
   - TASER 10 inert cartridge, item number 100401

5. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 20018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

6. TASER Weapons Dock used with TASER 10 and TASER 7 battery packs
   - Axon Dock power cord for North America, Model 71019
   - Axon Dock wall mount bracket assembly, Model 70033

7. Axon Virtual Reality (VR)
   - Axon VR PSO full installation, Model: 10126
   - Axon VR controller – TASER 10, Model 100748
   - Axon VR controller – TASER 10, Model 100832
   - Axon VR – TAP refresh 1 – controller, Model 101012
   - Axon VR – Headset – HTC Focus 3, Model 20378
   - Axon VR – TAP refresh 1 – Sidearm controller, Model 101009
   - Axon VR – TAP refresh 1 – headset, Model 20373
   - Axon VR – tablet case, Model 101300
   - VR tablet TAB bundle, Model TapTablet
   - Axon VR – tablet, Model 101294

8. Data Storage, Certification, and Licensing
   - Axon TASER – Data Science Program, Model 101180
   - Axon TASER – Axon Evidence (Evidence.com) license, Model 20248
   - Axon VR – full Access – TASER add-on user, Model 20370
   - Axon TASER – On-demand certification, Model 101193
   - Axon TASER 10 – replacement access program – duty cartridge, Model 100751

9. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

10. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):

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- 15-foot Model: 22188
- 21-foot Model: 22189
- 21-foot non-conductive Model: 44205
- 25-foot Model: 22190

11. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
    - 15-foot Model: 22184
    - 25-foot Model: 22185
    - 25-foot inert simulation Model: 22155
    - 25-foot non-conductive Model: 22157

12. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
    - TASER CAM HD replacement battery Model: 26764
    - TASER CAM HD Download Kit Model: 26762
    - TASER CAM HD optional 4-year extended warranty, item number 26763

13. Power Modules (Battery Packs) for X26P and X2 energy weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

14. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
    - TASER Weapons Dock Single Bay Dataport: 74208

15. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

16. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

17. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 VR holster by Safariland Model: 101122
    - Left-hand TASER 10 VR holster by Safariland Model: 101123
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621

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- Right-hand TASER 7 holster by Safariland Model: 20063
- Left-hand TASER 7 holster by Safariland Model: 20068
- Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
- Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
- Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
- Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

18. Enhanced HALT Suit Model: 100623

19. TASER Simulation Suit II Model: 44550

20. HALT Suit Model: 20050

21. TASER 7 conductive target Model: 80087

22. TASER 7 Target Frame Model: 80090

### TASER 7 Warranties

23. Tactical Battery Pack Model 20041

24. TASER 7 Dock and Core Warranty Model: 20042

25. TASER 7 Single Bay Dock and Core Warranty Model: 20047

### TASER Product Packages

26. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

27. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon body-worn camera (BWC) with the TASER Assurance Plan (TAP), Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, and third-party storage (100 GB).

28. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+)**: Includes a TASER 7 energy weapon, Axon body-worn camera, Axon Evidence Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, third-party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, and Axon VR training.

29. **Officer Safety Plan 7 Premium**: Includes a TASER 7 energy weapon, Axon body-worn camera with TAP, Axon Evidence (Evidence.com) unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm, auto-tagging with implementation, channel services, Axon

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Records, Axon Auto-Transcribe, Axon VR Training, and unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.

30. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
31. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
32. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
33. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
34. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
35. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
36. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
37. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
38. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,[1] Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100users), TASER 10 certification bundle, Axon Signal Sidearm,[2] Axon Standards,[3] Axon Respond, Axon Respond+, and third-party storage (100 GB).
39. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm, Axon Standards, Axon

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[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

[2] Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.
[3] cense subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

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Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB),[4] license subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers. Third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, and Axon VR Training.[4]

40. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.[5]
41. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
42. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
43. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
44. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1), and Axon Respond.
45. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1), and Axon Respond.
46. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
47. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

[4] License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.

[5] For more details on Fusus tiers, reach out to your account manager.

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

# Form 10-K

**(Mark One)**

☒ **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: 001-16391**

## Axon Enterprise, Inc.
**(Exact name of registrant as specified in its charter)**

| | |
|---|---|
| **Delaware**<br>(State or other jurisdiction of incorporation or organization) | **86-0741227**<br>(I.R.S. Employer Identification No.) |
| **17800 North 85th Street**<br>**Scottsdale, Arizona**<br>(Address of principal executive offices) | **85255**<br>(Zip Code) |

**Registrant's telephone number, including area code:**

**(480) 991-0797**

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

| Title of each class | Trading Symbol(s) | Name of exchange on which registered |
|---|---|---|
| Common Stock, $0.00001 par value per share | AXON | The NASDAQ Stock Market LLC |

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

**None**

**(Title of Class)**

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 Section 15(d) of the Act. 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 (§232.405 of this chapter) 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. 762(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 Act). Yes ☐ No ☒

As of June 30, 2024, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $21.8 billion based on the closing sale price as reported on The NASDAQ Stock Market LLC.

The number of shares of the registrant's common stock outstanding as of February 24, 2025 was 76,623,266

**DOCUMENTS INCORPORATED BY REFERENCE**

Parts of the registrant's definitive proxy statement for its 2025 Annual Meeting of Shareholders to be prepared and filed with the Securities and Exchange Commission not later than 120 days after December 31, 2024 are incorporated by reference into Part III of this Form 10-K.

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**AXON ENTERPRISE, INC.**
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**FOR THE YEAR ENDED DECEMBER 31, 2024**


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**PART I**

Statements contained in this Annual Report on Form 10-K that are not historical are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including statements regarding our expectations, beliefs, intentions and strategies regarding the future. We intend that such forward-looking statements be subject to the safe-harbor provided by the Private Securities Litigation Reform Act of 1995. Such statements give our current expectations or forecasts of future events; they do not relate strictly to historical or current facts. Words such as "may," "will," "should," "could," "would," "predict," "potential," "continue," "expect," "anticipate," "future," "intend," "plan," "believe," "estimate," and similar expressions, as well as statements in future tense, identify forward-looking statements. However, not all forward-looking statements contain these identifying words.

We cannot guarantee that any forward-looking statement will be realized, although we believe we have been prudent in our plans and assumptions. Achievement of future results is subject to risks, uncertainties and potentially inaccurate assumptions. Many events beyond our control may determine whether results we anticipate will be achieved. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove inaccurate, actual results could differ materially from past results and those anticipated, estimated or projected. You should bear this in mind as you consider forward-looking statements. This Annual Report on Form 10-K lists various important factors that could cause actual results to differ materially from historical and expected results, which are set forth more fully in Part I, Item 1A. These factors are intended as cautionary statements for investors within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Readers can find them under the heading "Risk Factors" in this Annual Report on Form 10-K, and investors should refer to them. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

Except as required by law, we undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any further disclosures we make on related subjects in our Form 8-K, 10-Q and 10-K reports to the Securities and Exchange Commission ("SEC"). Our filings with the SEC may be accessed at the SEC's web site at www.sec.gov.

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## Item 1. *Business*

### Overview

Axon Enterprise, Inc. ("Axon," the "Company," "we" or "us") is a technology leader in global public safety. In 2022, we announced our moonshot goal to cut gun-related deaths between police and the public in the United States in half by 2033.

Axon is building the public safety operating system of the future by integrating a suite of hardware devices and cloud software solutions that not only revolutionize modern policing but also cater to federal agencies, corrections, justice and enterprise-level security needs. Axon's suite includes cloud-hosted digital evidence management solutions, productivity and real-time operations software, body cameras, in-car cameras, TASER energy devices, drone and robotic security, and training solutions.

Our hardware and software solutions advance our mission to (i) make the bullet obsolete, (ii) reduce social conflict, and (iii) enable a fair and effective justice system. Our products solve some of society's most challenging problems and our mission attracts top talent. We aim to invent and deliver public safety products that progressively make the right things easier and the wrong things harder every day.

Our research & development ("R&D") investments support continuous innovation on behalf of our customers. Our financial strategy is to build highly recurring, highly profitable businesses and to drive growth through this purposeful product innovation.

Axon's operations comprise two reportable segments:

1. Software and Sensors: We develop, manufacture and sell fully integrated hardware and cloud-based software solutions that enable law enforcement to capture, securely store, manage, share and analyze video and other digital evidence. Our software offerings also support productivity and real-time operations. The Software and Sensors segment includes the sale of sensors, including body cameras, in-car cameras, other hardware sensors, warranties on sensors, and other products, as well as recurring cloud-hosted software revenue, related non-recurring professional services revenue, and revenue from certain software, including on-premise licenses.

2. TASER: Axon is the market leader in the development, manufacture and sale of conducted energy devices ("CEDs"), which we sell under our brand name, TASER. The TASER segment includes the manufacture and sale of CEDs, batteries, accessories and extended warranties, digital subscription training content, virtual reality ("VR") training content, TASER Evidence.com license revenue, and other professional services tied to TASER and VR deployments.

For further information about our reportable segments and sales by geographic region, refer to Note 1 of Part II, Item 8 of this Annual Report on Form 10-K.

Axon employees are distributed across multiple geographies and report to work via a remote-hybrid model, which leverages both in-person collaboration environments as well as cloud-based software tools that enable remote productivity. Our headquarters in Scottsdale, Arizona and our hubs in Seattle, Washington; San Francisco, California; Boston, Massachusetts; Atlanta, Georgia; and Sterling, Virginia house the majority of our in-person employees located in the United States, including members of our executive management team, and sales, marketing, certain engineering, manufacturing, finance and other administrative support functions. We also have subsidiaries and/or offices located in Australia, Belgium, Canada, Finland, France, Germany, Greece, India, Italy, the Netherlands, Spain, the United Kingdom and Vietnam.

### Key Product Category Revenue Drivers: What We Offer

Axon products are generally cloud-connected, designed to drive better outcomes and customer experiences, and sold via mutually reinforcing integrated subscription plans. Our key revenue drivers belong to three broad product categories:

- Software: Axon is building a suite of cloud-based, Software-as-a-Service ("SaaS") solutions that integrate with our sensors and TASER devices to benefit customers and drive annual recurring revenue, which totaled

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$1.0 billion[1] as of December 31, 2024. We have many SaaS solutions, which can best be trisected into three categories: digital evidence management, productivity and real-time operations solutions. Axon Evidence is the world's largest cloud-hosted public safety data repository of public safety video data and other types of digital evidence. Our productivity suite, which includes Axon Records and artificial intelligence ("AI"), is designed to save officers time spent writing reports and doing paperwork. Our real-time operations capabilities, which include Axon Respond, integrates location data, signal alerts and video feeds to provide a complete picture of evolving situations.

- Sensors: Axon devices address many needs, including transparency, real-time situational awareness, and accurate capture and integration of evidence with software workflows. Product categories within sensors include Axon Body cameras, Axon Fleet in-car systems, drones and robotics, and other devices that work with our software. Our software solutions also support an open ecosystem of connected devices produced by other vendors.

- TASER: We develop smart devices, tools and services that support public safety officers in de-escalating situations, avoiding or minimizing use of force and aiding consumer personal protection. These tools include TASER devices, VR training services and consumer devices. Research has shown that TASER devices are the most effective less-than-lethal force option, with the lowest likelihood of injury to officers and assailants. Since our inception in 1993, TASER devices have been adopted by a majority of U.S. state and local law enforcement and are used daily to help keep communities safe. Global adoption of TASER devices remains early and we are expanding into new geographies. Axon VR solutions make public safety training more accessible, relevant and affordable — with the goal of using new immersive VR technologies to better prepare officers for real-life situations in the field.

**Sales and Distribution: Who We Sell To and Where We Deliver**

We think of our core customers as falling into roughly four categories of funding sources: U.S. state and local governments, the U.S. federal government, international government customers and commercial enterprises. Additionally, the types of customers who find value in our product offerings are expanding beyond law enforcement to include customers such as attorneys, corrections, fire and emergency medical services personnel, commercial enterprise security, frontline enterprise workers, and the U.S. military.

Axon's sales force and strong customer relationships represent key strategic advantages. The majority of our revenues are generated via direct sales, including our online store, although we do leverage distribution partners and third-party resellers. No customer represented more than 10% of total net sales for the years ended December 31, 2024, 2023 or 2022. As we diversify into new markets, we have been investing in sales personnel and strategic headcount additions to support growth in these markets.

Governmental agencies generally have the ability to terminate our contracts, in whole or in part, for reasons including non-appropriation of funds. We continue to monitor developments in federal government funding.

**Resources**

*Manufacturing and Supply Chain*

We perform light manufacturing, final assembly and final test operations at our facilities in Scottsdale, Arizona and own substantially all of the equipment required to develop, prototype, manufacture and assemble our finished products. We have continued to maintain both our ISO 9001 and our ISO 9001:2015 certifications.

We continue to take steps to diversify our supply chain and global manufacturing footprint, which positions us well to manage supply chain disruptions. Material availability has mostly stabilized from prior supply chain challenges while general levels of risk continue to exist in all businesses that manufacture products. Supplier decommitments remain a top

[1] *Calculated as monthly recurring license, integration, warranty, and storage revenue for the year ended December 31, 2024. Annual recurring revenue is a forward-looking performance indicator that management believes provides more visibility into the growth of our revenue generated by our highest margin, recurring services. Annual recurring revenue should be viewed independently of revenue and deferred revenue because it is an operating measure and is not intended to be combined with or to replace GAAP revenue or deferred revenue, as they can be impacted by contract start and end dates and renewal rates. Annual recurring revenue is not intended to be a replacement or forecast of revenue or deferred revenue.*

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area of risk. However, we have put programs in place to mitigate this risk. We proactively manage our supply chain down to third tier suppliers to mitigate and overcome material shortages. These actions align to our strategic model to help meet strong product demand while also preparing us to stagger factory work schedules as needed, which enables us to meet compressed build schedules over short periods of time. We continue to adjust strategic inventory levels in both raw materials and finished goods based on areas of risk to mitigate potential supply disruptions.

In light of our broad domestic and international supplier base, we are continuously monitoring our supply chain to manage through potential impacts, identifying alternate shipping and logistic sources, and working with foreign regulators to ensure that our suppliers can provide high quality parts. Despite past supply chain disruptions relating to material shortages and port constraints, we remain focused on actively managing our supply chain by strengthening strategic relationships, securing secondary and alternate sourcing, adjusting build plans, maintaining strategic inventory and utilizing flexible logistics to support growing demand while minimizing customer disruptions.

Even as we continue to expand our second sourcing of materials across our supply chain, we still obtain some unique components from single source suppliers. However, because we own substantially all of the injection molded component tooling used in their production, we believe we could obtain alternative suppliers in most cases with varying levels of interruption. In addition, we also have programs to hold additional raw materials (such as resins, battery components and critical semiconductors) to mitigate supply interruptions and better manage costs. For additional discussion of sources and availability of raw materials, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

We offer both limited and extended manufacturer's warranties on our Axon devices and CEDs. For additional information about our warranties, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

*Intellectual Property*

We protect our intellectual property with U.S. and foreign patents, U.S. and foreign trademark registrations, and U.S. copyright registrations. Our patents and pending patent applications relate to technology used by us in connection with our products. We also rely on international treaties, organizations and laws to protect our intellectual property. As of December 31, 2024, we hold over 330 U.S. patents, over 150 U.S. registered trademarks, over 270 international patents and over 460 international registered trademarks, as well as numerous pending patent and trademark applications.

We continuously assess whether and where to seek formal protection for particular innovations and technologies based on such factors as the commercial significance to our operations and our competitors' operations in particular countries and regions, our strategic technology or product directions in different countries, and the degree to which intellectual property laws exist and are meaningfully enforced in different jurisdictions. We have the exclusive rights to many Internet domain names, primarily including "Axon.com," "Evidence.com" and "TASER.com." We also vigorously protect our intellectual property, including our patents and trademarks against third-party infringement.

We also execute non-disclosure agreements with employees, consultants and key suppliers to help ensure the confidentiality of our trade secrets.

**Competition**

*Sensors — Connected Cameras and Digital Evidence Management Software:* The body camera and in-car video/automatic license plate readers industry is highly competitive. Our competition includes 10-8 Video, 365Labs, Axis Communications AB, Digital Ally Inc., Duress, Getac Technology Corporation, Halo Body Cameras, Hikvision, Hytera, IONODES, i-PRO, LensLock Inc., Motorola Solutions, M-View, Oracle, Patrol Eyes, Pinnacle Response, Pro-Vision, Recoda, Reveal Media, Safe Fleet, Utility Associates, Versaterm Inc., WCCTV, Wolfcom Enterprises, Wrap Technologies Inc. and Zepcam B.V., Applied Concepts Inc., Genetec Inc. and Insight LPR.

The market for software solutions to improve public safety agency workflows is both highly fragmented and highly competitive. Our cloud-based digital evidence management system, Axon Evidence, competes with both cloud-based platforms and on-premises based systems designed by third parties or developed internally by an agency's technology staff. Our competition includes FileOnQ,

FotoWare, Genetec Inc., IBM, i-PRO, Motorola Solutions, NICE, OpenText Corporation, Oracle, QueTel Corporation, Revir Technologies, Utility Associates and Vidizmo, LLC, among others.

Key competitive factors in this product category include product performance, product features (including live-streaming, GPS tracking and pre-event buffering), battery life, product quality and warranty, total cost of ownership, data

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security, data and information workflows, company reputation and financial strength, and customer satisfaction and relationships.

*Productivity and Real-Time Operations Software — Records Management System ("RMS") and Axon Fusus:* The RMS vertical area is competitive and highly fragmented. We have identified more than 50 software providers, including 365Labs, Beacon Software Solutions Inc., Caliber Public Safety (parent, Harris Computer Systems), Central Square Technologies (formerly Superion, TriTech and Aptean), CivicEye, Core Technology Corporation, CSI Technology Group, EForce Software, Executive Information Services Inc., Hexagon AB, Kologik, LawSoft Inc., Mark43 Inc, Motorola Solutions, Niche Technology Inc., Saab, SmartCop, SOMA Global, Sopra Steria, Southern Software, Sun Ridge Systems Inc. and Tyler Technologies. In addition, not all law enforcement agencies use software for report writing — some still use paper. We believe our network of camera sensors and digital evidence management platform give us a strategic advantage in these product categories. Our Axon Fusus offering competes both with real-time operations platforms that ingest body camera video feeds, like Genetec's Citigraf, Motorola's CommandCentral Aware and Utility's Strax Response, Flock Safety's FlockOS, Hitachi Vantara's Visualization Platform, and MIDL Technology, as well as platforms that ingest video feeds exclusively from surveillance cameras, like Hexagon's Connect, Live Earth and Spatialitics's GeoShield, among others.

*Draft One:* The AI-enabled report narrative drafting space is relatively new but fast growing. We have identified a few providers in this space, including Abel, Blueline AI, GovWorx, Karda Analytics, Mark43's ReportAI, Policereports.ai, and Truleo.

*VR De-Escalation Training for Law Enforcement, Corrections and Private Security:* Our VR Training platform competes with several other companies in the space who offer simulation scenarios, including simulated training on the use of both lethal and less-than-lethal alternatives. Our competition in this space includes Adaptive VR Ltd., Apex Officer, Hologate GmbH, InVeris Training Solutions Inc., Laser Shot Inc., MILO, OperatorXR, Street Smarts VR, Ti Training Corp, V-Armed, VirTra Inc. and Wrap Technologies, among others.

Key competitive factors in this product category include scale of content library, integration to additional sensors and devices (e.g. haptic suit, TASER), ease of use, visual fidelity and realism, quality of immersion experience (enhanced by capabilities such as eye tracking and speech recognition) and portability.

*Axon Air:* Our end-to-end drone management software platform competes with a select set of companies in the space who offer drone programs and flight management software solutions. Our competition in this space includes Auterion Ltd., BRINC Drones' LiveOps, Flock Safety's Aerodome, Motorola Solutions' CAPE, Paladin Drones' Watchtower and Votix, LLC, among others. Key competitive factors in this product category include integration and compatibility with various drone hardware providers and other technology systems used by first responders (e.g., digital evidence management), drone program management and real-time situational awareness capabilities, intuitiveness of the user interface, the level of training and customer support provided (particularly for the drone-as-first-responder use case), the customization and flexibility allowed by the platform to meet specific operational needs and requirements of different customers (e.g., customizable flight restrictions) and the autonomy capabilities provided by the platform (e.g., creation of autonomous missions).

Our indoor tactical drone hardware platform, Sky-Hero, competes with a few other companies in the space, including BRINC, Indoor Robotics, XTEND, and FLIR. Key competitive factors in this product category include variety and weight limits of compatible payloads, battery life and associated flight range, maneuverability and size, autonomy and onboard intelligence (including ability to navigate in GPS denied environments), sensor and imaging technology, durability and robustness of the drone, cost and maintenance required, reliability and security of communication and control systems, the simplicity of the drone piloting user interface and the training required to operate the drones.

*Dedrone by Axon:* The counter drone space is fast growing and very fragmented. Within it, Dedrone competes with Advanced Protection Systems, Anduril, ApolloShield, ARTSys360, Aselsan, Belgian Advanced Technology Systems, Big Bang Boom Solutions, Bligther Surveillance Systems, BlueHalo, BSS Holland, CACI, Cerbair, Chess Dynamics, DEFSYS, Department 13, D-Fend, DroneDefence, Droneshield, Dynamite Global Strategies, DZYNE Technologies, EDGE, EdgeSource, Elbit Systems, ELT Group, ESG, Fortem Technologies, FN Herstal, General Atomics, Gradiant, Guardion, Havelsan, Hensoldt, Hertz New Technologies, IEC Infrared Systems, Indra, L3 Harris, Leidos, Leonardo DRS, LiveLink Aerospace, Lockheed Martin, Marduk, MBDA, MC2 Technologies, Meteksan Savunma, Metis, MSI Defense Systems, MyDefence, Northrop Grumman, NSO Group, Openworks, QinetiQ, Raytheon, Regulus, Rheinmetall, SAAB, SAIC, SAMI Advanced Electronics, Securiton, Sensofusion, Sentrycs, Sentry View Systems, Skycope, Skylock, Skysafe,

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SNC, Sopra Steria, SRC, Teledyne FLIR, Terma, Thales, TRD Systems, UAVOS, Unifly, Vector Solutions, Vigilant Drone Defense, Vorpal, Whitefox Defense, and Zen Technologies, among others.

Key competitive factors in this product category include the breadth and accuracy of detection sensors (e.g., pan-tilt-zoom cameras, radar, and acoustic) and multi-sensor fusion approaches, the chosen methodology for radio frequency-based detection (e.g., RF signature matching or RF demodulation), integration of detection platforms with robust mitigation solutions (e.g., jammers, cyber-takeover, kinetic and high-energy), the capacity to improve detection through scale and continuous exposure to diverse drone makes and models in areas of high drone activity (e.g., urban centers, active war zones) and the seamless interoperability with existing security and defense ecosystems

*TASER for Professional Users:* Our CEDs compete with a variety of less-than-lethal alternatives to firearms, including rubber bullets or rubber baton rounds, such as those made by Combined Systems, Inc.; pepper spray and pepper spray projectiles, such as those made by Byrna Technologies Inc. (dba Fox Labs), SABRE Corporation and Mace Security International, Inc.; traditional stun guns, such as those made by UZI and Jolt; hand-held remote restraint devices involving a tether, such as those made by Wrap Technologies Inc.; laser dazzlers that cause temporary blindness, such as those made by B.E. Meyers & Co., Inc.; stun grenades, such as those made by Combined Systems, Inc.; long-range acoustic devices, such as those made by Genasys Inc.; and police batons and night sticks, such as those made by Monadnock and Armament Systems and Procedures, Inc. TASER devices offer advanced technology, versatility, portability, effectiveness, built-in accountability systems and low injury rates, which enable us to compete effectively against other less-than-lethal alternatives. TASER devices also offer connectivity to our cloud network, which allows law enforcement agencies and other professional users to more effectively manage their less-than-lethal programs and automate use-of-force reporting.

The key competitive factors in this product category include a device's accuracy, effectiveness, reputation, safety, cost, ease of use, and exceptional customer experience. The design maturity of the TASER platform, as well as our development and sale of a multi-shot device, are also key competitive differentiators. We are aware of competitors providing competing CED products primarily outside of the United States.

*TASER for Personal Safety:* In the private citizen space, TASER devices compete with firearms and other less-than-lethal self-defense options such as stun guns and pepper spray-based products. Leading competitors in the less-than-lethal space include Byrna Technologies, Inc., Mace, PepperBall, SABRE, Salt Supply Co. and Vipertek. The TASER StrikeLight competes in the flashlight category, in which there are dozens, if not hundreds, of competitors, including tactical flashlight providers with and without stun gun capabilities.

TASER Bolt and TASER Pulse are not stun guns, and have different capabilities, including neuromuscular incapacitation functionality. The broader market for personal safety and home defense is far-reaching, and categories range from threat detection and accountability (e.g., dash and doorbell cameras), to home security (e.g., home alarms, locks and response services) to personal defense (e.g., firearms, stun guns, TASER devices, pepper spray, tactical flashlights and personal alarms), to personal tracking and emergency notification mobile applications.

The primary benefit of TASER devices is in less-than-lethal incapacitation. Other competitive factors include a device's cost, effectiveness, safety, ease of use, and available training options.

Non-Axon trademarks are property of their respective owners.

**Seasonality**

Our business operations are influenced by municipal budget cycles. Additionally, new product introductions can significantly impact the cadence of net sales, product costs and operating expenses. Municipal law enforcement budgets tend to feature a mix of fiscal years that end in either June, September or December, while U.S. federal budget year end is in September. However, historical seasonal patterns, municipal budgets or historical patterns of product introductions should not be considered reliable indicators of our future net sales or financial performance.

**Governmental Regulation**

We are subject to a variety of laws and regulations in the United States and abroad that involve matters central to our business, including laws and regulations related to: privacy and data protection, security, retention and deletion; rights of publicity; content;

intellectual property; regulation of certain of our CEDs as firearms; advertising; marketing; distribution; electronic contracts and other communications; competition; consumer protection; telecommunications; product liability; taxation; labor and employment; sustainability; economic or other trade prohibitions or sanctions; securities; and online

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payment services. A number of federal and state legislative proposals in the United States could impose new obligations in areas affecting our business. Foreign laws and regulations can impose different obligations or be more restrictive than those in the United States.

These U.S. federal and state and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain and may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices. See "Item 1A. Risk Factors – Legal and Compliance Risks" for additional details.

*Radio Spectrum and Unmanned Aerial and Ground-Based Robotic Devices*

Certain of our products utilize radio spectrum to provide wireless voice, data and video communications services. The allocation of spectrum is regulated in the United States and other countries and limited spectrum space is allocated to wireless services and specifically to public safety users. We manufacture and market products in spectrum bands already made available by regulatory bodies. If current products do not comply with the regulations set forth by these regulatory bodies, we may be unable to sell our products or could incur penalties. Our results could be negatively affected by the rules and regulations adopted from time to time by the U.S. Federal Communications Commission ("FCC"), Innovation, Science and Economic Development Canada, the European Union Directorate-General for Environment or regulatory bodies in other countries. Regulatory changes in current spectrum bands may also require modifications to some of our products so they can continue to be manufactured and marketed.

Axon body cameras, docks, Axon Fleet vehicle cameras and Axon Signal devices are subject to the FCC's rules and regulations in the United States, as well as rules and regulations as applicable outside of the United States. These regulations affect our CEDs with Axon Signal technology, including the TASER 7 CED, Signal Performance Power Magazine ("SPPM"), the TASER 10 CED, and future CEDs implementing wireless technology. Compliance with government regulations could increase our operations and product costs and impact our future financial results.

Additionally, some of our products depend on drones or other unmanned aerial and ground-based systems that operate on the radio spectrum. We have also recently started offering hardware sensors combined with software to detect, identify, track and mitigate drones through our acquisition of Dedrone. The FCC, the Federal Aviation Administration and other agencies at the federal, state and local levels (as well as in foreign jurisdictions) are beginning to address some of the numerous certification, regulatory and legal challenges associated with drones, but a comprehensive set of standards and enforcement procedures has yet to be developed. Changes to the regulation of drones or other unmanned aerial systems may impact our future financial results.

*Axon and TASER CEDs*

For our CED products, we rely on the opinions of the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"), including the determination that a device that does not expel projectiles by the action of an explosive is not classified as a firearm. Changes in laws, regulations, and interpretations outside of our control may result in our products being classified or reclassified as firearms. If this were to occur, our private citizen demand could be substantially reduced because consumers would be required to comply with federal, state or local firearm transfer requirements prior to purchasing our product. For additional details, see "Item 1A. Risk Factors – Legal and Compliance Risks."

*Federal regulation of sales in the United States:* The majority of our currently offered CEDs are not classified as firearms regulated by the ATF. However, the ATF regulates the TASER 10 CED as a firearm under the Gun Control Act of 1968 due to a technological advancement specific to the propulsion design of the TASER 10 CED cartridges. In the event we make the TASER 10 CED available to our private citizen and enterprise customers, demand could be substantially reduced as a result of this classification because non-governmental end-users would be required to comply with federal, state or local firearm transfer requirements prior to purchasing the TASER 10 CED. In addition, the implications of such classification on use-of-force standards and regulations could impact our ability to sell the TASER 10 CED to law enforcement and government entities. Because Axon must maintain a federal firearms license to manufacture and sell the TASER 10 CED, we are subject to periodic compliance inspections by the ATF. License violations discovered by the ATF can result in fines, penalties, warning letters or license revocation, leading to disruptions in operations. Further, we are required to administer, track and remit firearm and ammunition excise taxes as applicable.

Our CED products are also subject to testing, safety and other standards by organizations such as the American National Standards Institute, the International Electrotechnical Commission, the National Institute of Standards and

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Technology and Underwriters Laboratories. These regulations also affect CEDs with Axon Signal technology, including SPPM technology, and the TASER 7 and TASER 10 battery packs.

*Federal regulation of international sales:* Our CEDs are considered a "crime control" product by the U.S. Department of Commerce ("DOC") for export directly from the United States, which requires us to obtain an export license from the DOC for the export of our CED devices from the United States to any country other than Canada. Future products and services may require classifications from the DOC before they may be shipped internationally. Our inability to obtain DOC export licenses or classifications on a timely basis for sales of our products and services to our international customers could significantly and adversely affect our international sales. Although the TASER 10 CED is regulated by the ATF for domestic sales, the DOC has ruled that the product's unique propulsion design has no impact on its export classification and the export classification of the TASER 10 CED remains consistent with all other TASER CED models.

*Federal regulation of foreign national employees:* Our CED development and production is also considered controlled "technology" by the DOC and is categorized as a "deemed export" for any foreign national employees exposed to the technology within the United States. Consequently, we must obtain export licenses from the DOC for any deemed export within the United States made to a foreign national employee exposed to the controlled technology. Deemed export licenses are subject to DOC approvals and issued licenses require annual status reports for the stated employees. Inability to obtain proper licensing could curtail our ability to execute R&D and production related to CED technology.

*State and local regulation:* Our CEDs are controlled, restricted or, less frequently, prohibited by some state and local governments. Other jurisdictions may ban or restrict the sale of our TASER-branded devices, or restrict their use through changes to use-of-force laws or regulations, and our product sales may be significantly affected by additional state, county and city governmental regulation. The change in the TASER 10 CED's propulsion design may impact how the TASER 10 CED is regulated at the state and/or local level depending on each state's firearm laws.

*International regulation of foreign imports and sales:* Certain jurisdictions prohibit, restrict or require a permit for the importation, sale, possession or use of our CEDs (and other select Axon products), including in some countries by law enforcement agencies, impacting our international sales opportunities.

*U.S. and international regulation of component movements globally:* We rely on a global supply chain of components across our product lines with most final assembly occurring in the United States. Export of these components is subject to shifting regulatory landscapes imposed by both foreign and U.S. authorities. Abrupt changes to these regulations can result in delays or interruptions to final product supplies. Additionally, ATF regulation of certain imports of the TASER 10 CED components may impact our supply chain agility.

*International regulation of foreign-based operations:* We maintain foreign operations in several countries globally for purposes of logistics, selling, general and administrative ("SG&A") services, and R&D support. Depending on these activities, applicable regulations may include business activity licensing and registration, import permits and recordkeeping, warehousing and storage security and permitting, and government reporting. Any failure to comply with these requirements could impact our ability to sell, support or develop our products and services both internationally and in the United States.

We offer products and services that some jurisdictions determine to be "prohibited" or "controlled" weapons under applicable local arms brokering regulations. Consequently, jurisdictions with such regulations, particularly those that are signatories to the Arms Trade Treaty, can require certain covered groups and our employees to receive weapons brokering licenses. Brokering license issuance and approval is not always guaranteed and is subject to the applicable policy of the approving jurisdiction. Denial or limitations on brokering activity can impact the ability of individual employees to proceed with weapons brokering activity in certain instances.

*Federal Procurement Regulations*

Our U.S. government business is subject to specific procurement regulations, such as the Federal Acquisition Regulation, and a variety of socioeconomic and other requirements imposed by executive order and statute. These requirements, although customary in U.S. government contracts, increase our performance and compliance costs. These costs might increase in the future, thereby reducing our margins, which could have an adverse effect on our business, financial condition, results of operations and cash flows. In addition, the U.S. government will likely continue to implement new requirements focused on initiatives to drive efficiencies, affordability and

cost savings and other changes to its procurement practices to meet governmental interests. These initiatives and changes to procurement practices may

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change the way U.S. government contracts are solicited, negotiated and managed, which may affect whether and how we pursue opportunities to provide our products and services to the U.S. government, including the terms and conditions under which we do so, which may have an adverse impact on our business, financial condition, results of operations, and cash flows.

Failure to comply with applicable regulations and requirements could lead to contractual, civil, criminal, and administrative remedies such as termination, fines, penalties, repayments or compensatory or treble damages, or suspension or debarment from U.S. government contracting or subcontracting for a period of time or indefinitely. Among the causes for suspension or debarment are violations of various laws and regulations, including those related to procurement integrity, export control, U.S. government security, employment practices, protection of the environment, accuracy of records, proper recording of costs and foreign corruption. The termination of a U.S. government contract or relationship as a result of any of these violations would have an adverse impact on our operations and could have an adverse effect on our standing and eligibility for future U.S. government contracts.

*Privacy Regulations*

We are subject to various U.S. and foreign laws and regulations associated with the collection, processing, storage and transmission of personally identifiable information and other sensitive and confidential information. This data is wide ranging and relates to our employees, customers and other third parties, including the subjects of law enforcement. Our compliance obligations include those prescribed under laws and regulations that dictate whether, how and under what circumstances we can receive, control, process, hold and/or transfer certain data that is critical to our operations, including data shared between countries or regions in which we operate and data shared among our products and services. If one or more of the legal mechanisms for transferring data from other countries to the United States is invalidated, if we are unable to transfer data between and among countries and regions in which we operate, or if we are prohibited from sharing data among our products and services, it could affect the manner in which we provide our products and services or adversely affect our financial results. Countries may also pass legislation implementing data protection requirements or requiring local storage and processing of data or similar requirements that could increase the cost and complexity of delivering our products and services and expose us to significant penalties for non-compliance. For example, the European Parliament adopted the General Data Protection Regulation, effective May 2018, that extended the scope of European privacy laws to any entity that controls or processes personal data of European Union residents in connection with the offer of goods or services or the monitoring of behavior and imposes compliance obligations concerning the handling of personal data. Further, Vietnam's Personal Data Protection Decree, which entered into force July 1, 2023, applies to organizations (wherever based) so long as they participate in personal data processing in Vietnam. We are also subject to U.S. laws and regulations, including the California Privacy Rights Act, which provides enhanced consumer protections for California residents, a private right of action for data breaches and statutory fines and damages for data breaches or other California Consumer Privacy Act violations, as well as a requirement of "reasonable" cybersecurity, which could subject us to additional compliance costs as well as potential fines, individual claims, class actions and commercial liabilities.

Any inability, or perceived inability, by us to adequately address privacy concerns, or comply with applicable laws, regulations, policies, industry standards and guidance, contractual obligations or other legal obligations, even if unfounded, could result in significant regulatory and third-party liability, increased costs, disruption of our business and operations, and a loss of confidence and other reputational damage. Furthermore, as new privacy laws and regulations are implemented, the time and resources needed for us to comply with such laws and regulations continues to increase and become a significant compliance workstream.

*Environmental Regulations*

We are subject to various U.S. federal, state, local and foreign laws and regulations governing the environment, including restricting the presence of certain substances in our products and making us financially responsible for the collection, treatment, recycling and disposal of such products. The European Union has published Directives on the restriction of certain hazardous substances in electronic and electrical equipment (the "RoHS Directive") and on electronic and electrical waste management (the "WEEE Directive"). The RoHS Directive restricts the use of a number of substances, including lead. The WEEE Directive directs members of the European Union to enact laws, regulations and administrative provisions to ensure that producers of electric and electronic equipment are financially responsible for the collection, recycling, treatment and environmentally responsible disposal of certain products sold into the European Union. In addition, similar environmental legislation has been enacted in other jurisdictions, including the United States (under federal and state laws) and other countries.

In addition, the European Union has defined a regulation for the registration, evaluation, authorization and restriction of chemicals that places responsibility on companies to manage the risks from chemicals contained in products and to

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provide safety information about such substances. Manufacturers and importers are required to gather information on the properties of the chemical substances in their products and provide for their safe handling. As of January 5, 2021, companies supplying products in the European Union containing substances of very high concern as identified by the European Union have to submit information on these products to the European Chemicals Agency. The information in their database is then made available to waste operators and consumers.

Other countries have adopted chemical restrictions regulations, including the United States, Canada and Australia. For example, U.S. governmental authorities are increasingly focused on preventing environmental contamination from per-and polyfluoroalkyl substances ("PFAS"), which may be contained in certain Axon products. Federal and state governments and agencies are in various stages of considering and/or implementing laws and regulations requiring the reporting, restriction and/or phase-out of PFAS in products.

In addition, further environmental or climate change disclosure legislation may be enacted in the jurisdictions in which we operate, including the United States (under federal and state laws) and other countries, the cumulative impact of which could be significant. For example, the European Union's Corporate Sustainability Reporting Directive and the United Kingdom's Streamlined Energy and Carbon Reporting introduce additional due diligence and disclosure requirements addressing sustainability that apply or we expect will apply, as applicable, to us over the coming years. Further, in September 2023, California passed the Climate Corporate Data Accountability Act and the Climate-Related Financial Risk Act, requiring increased climate-related reporting. While currently stayed, the SEC's recently adopted climate-related reporting requirements, to the extent they become effective, will also require extensive additional disclosure regarding sustainability.

These requirements will, and changes in environmental or climate change disclosure laws, regulations or rules could, lead to increased costs of compliance, including remediations of any discovered issues and changes to our operations. Such changes could include those related to our manufacturing practices and/or product designs, which may be significant and could negatively impact our business, results of operations, financial condition and competitive position. Any failures to comply could result in governmental action, including the imposition of fines, or demands or orders that we modify or cease existing business practices, which could adversely affect our financial results.

**Human Capital Resources**

Our success depends on the continued service of our employees and on our ability to continue to attract, retain and motivate top talent. To achieve this, we strive to foster a diverse and inclusive environment at Axon, offering equitable opportunities for growth and development, supported by strong compensation and benefits and by programs that build connections between our employees and their communities. Axon's mission is central to our recruiting and retention efforts.

As of December 31, 2024, we had more than 4,100 full-time employees and more than 870 temporary employees (which include contractors, interns and individual consultants). During 2024, the number of our full-time employees increased by approximately 770 or 23%, primarily in our R&D, operations and sales organizations. Employee growth was further driven by our acquisitions that were completed in the year.

We are committed to providing a comprehensive and competitive total rewards package to attract, motivate, and retain top talent. We review our programs annually to ensure they align with market practices in the industries and countries where we operate. Our global benefits include broad-based stock grants and performance-based bonuses, comprehensive healthcare and retirement benefits, paid parental and family leave, commuter benefits, unlimited paid time off for U.S. exempt employees, and flexible leave options for non-exempt and international employees. Additionally, we provide free access to virtual coaching and therapy through Modern Health, as well as support programs for employees navigating significant life events.

We prioritize career advancement and internal mobility by encouraging employees to explore traditional career paths or pursue cross-functional opportunities that often result in promotions. Employees are supported through structured mentorship and rotational programs, as well as access to self-directed virtual training platforms, role-specific on-the-job learning opportunities, and leadership and technical skill-building workshops. Our focus on development, combined with competitive benefits, enabled us to close the year with a regrettable attrition rate[2] of less than 1%, well below our annual goal of 1.5%. Employees reported a higher than 89% satisfaction score for feeling proud to work at Axon during our 2024 employee engagement survey and an 86% satisfaction score on recommending Axon as a great place to work.

[2] *Regrettable attrition is defined as rolling 12-month attrition of employees rated as top performing in the prior performance rating cycle.*

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We are committed to maintaining a workplace where all employees feel respected and valued. We hire, evaluate, and promote employees based on merit, skills, and performance, with zero tolerance for harassment, retaliation, violence, or discrimination based on race, color, religion, national origin, gender, sexual orientation, gender identity, gender expression, age, disability, or veteran status. To reinforce this commitment, all employees complete anti-harassment training during onboarding and repeat it annually. Leadership training is provided throughout the year to ensure managers are equipped to address and resolve employee concerns effectively.

*Health and Safety*

The health and safety of our employees is of utmost importance to us. We conduct regular self-assessments and audits to ensure compliance with our health and safety guidelines and regulatory requirements. Our ultimate goal is to achieve a level of work-related injuries as close to zero as possible through continuous investment in our safety programs. We provide protective gear (e.g., eye protection, masks and gloves) as required by applicable standards and as appropriate given employee job duties.

**Corporate Information**

We were incorporated in Arizona in September 1993 as ICER Corporation. We changed our name to AIR TASER, Inc. in December 1993 and to TASER International, Incorporated in April 1998. In January 2001, we reincorporated in Delaware as TASER International, Inc. and, in April 2017, changed our name to Axon Enterprise, Inc.

**Available Information**

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and amendments to those reports filed with or furnished to the SEC are available free of charge on our website at *http://investor.axon.com* as soon as reasonably practicable after we electronically file with or furnish to the SEC such material. We routinely post information that may be important to investors on our website at *http://investor.axon.com*, and we use this website address as a means of disclosing material information to the public in a broad, non-exclusionary manner for purposes of the SEC's Regulation Fair Disclosure (Reg FD).The information on our website, including information about our trademarks, is not incorporated by reference into or otherwise a part of this Annual Report on Form 10-K. The SEC maintains a website that contains reports, proxy statements and other information regarding issuers that file electronically with the SEC at *http://www.sec.gov*.

## Item 1A. *Risk Factors*

**Risk Factor Summary**

The following is only a summary of the principal risks that may materially adversely affect our business, financial condition, results of operations and cash flows. The following should be read in conjunction with the more complete discussion of the risks we face, which are set forth more fully below.

**Strategic Risks**

- We substantially depend on acceptance of our products and services by law enforcement agencies throughout the world. If law enforcement agencies do not continue to purchase and use our products and services, our business prospects, operating results and financial condition will be materially adversely affected.
- We substantially depend on sales of our CEDs, and if these products do not continue to be widely accepted, our business prospects, operating results and financial condition will be diminished.
- If we are unable to design, introduce, sell and deploy new products or new product features successfully, our business and financial results could be adversely affected.
- We face risks associated with rapid technological change and new competing products.
- Our future success depends on our ability to expand sales through direct sales and distributors and our inability to increase direct sales or recruit new distributors would negatively affect our sales.
- Negative publicity could adversely impact sales, which could cause our revenues or operating results to decline.
- Acquisitions of, or investments in, other products, technologies or businesses could disrupt our business, dilute shareholder value, and adversely affect our operating results.

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- We may not successfully manage our growth or plan for future growth.
- We depend on the services of our executive officers, including Patrick W. Smith, our Chief Executive Officer. Our failure to retain executive officers could adversely impact our business.

**Operational Risks**

- Unavailability of materials or higher costs could adversely affect our financial results.
- Material adverse developments in domestic and global economic conditions, or the occurrence of other sufficiently disruptive world events, could materially adversely affect our revenue and results of operations.
- If demand for our products increases, our future success will depend on our ability to manage our growth and to increase manufacturing production capacity.
- Delays in product development schedules could adversely affect our revenues and cash flows.
- We expend significant resources in anticipation of a sale due to our lengthy sales cycle and may receive no revenue in return.
- If our security measures or those of our third-party providers, including cloud storage providers, are breached, resulting in unauthorized access to our and our customers' data, it could undermine the confidence in our network, data centers and services, leading to reduced customer use of our products and services and significant legal and financial exposure and liabilities.
- Catastrophic events could materially adversely affect our business prospects, operating results and financial condition.
- Uncertainty in the development, deployment, and use of AI in our products and services, as well as our business more broadly, could adversely affect our business and reputation.
- Defects or disruptions in our services could impact demand for our services and subject us to substantial liability.
- Defects in our products could reduce demand for our products or result in product recalls and result in a loss of sales, delay in market acceptance and damage to our reputation.
- Our international operations expose us to additional risks that could harm our business prospects, operating results and financial condition.
- We depend on our ability to attract and retain our key management, sales and technical personnel.
- Failure to comply with federal, state, or local regulations applicable to our firearm product, the TASER 10 CED, could result in governmental actions or litigation, potentially harming our business prospects, operating results, and financial condition.
- Failure to maintain effective internal control over financial reporting may adversely affect our ability to report our financial condition and operating results in a timely and accurate manner, which may cause investor confidence to diminish and the value of our common stock to decline.
- Our revision of previously issued consolidated financial statements may adversely affect investor confidence and could result in regulatory actions and stockholder litigation.

**Financial Risks**

- An increasing percentage of our revenue is derived from subscription billing arrangements that may result in delayed cash collections and may increase customer credit risk on receivables and contract assets.
- Our gross margin depends on a number of factors, including our product mix, cost structure and acquisitions we may make, any of which could cause our gross margin to fluctuate.
- Revenue for our SaaS products is recognized over multi-year contract terms, which may delay the reflection of new business in our operating results.
- Most of our end-user customers are subject to budgetary and political constraints, which may delay or prevent sales, result in cancellations, or lead to the non-renewal of contracts.
- The open bidding process introduces uncertainty in securing future contract awards.
- We hold the majority of our cash balances, some of which are not insured, at two depository institutions.

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- Stock transactions may have a material, unpredictable impact on our operating results and may result in dilution to existing shareholders.
- Our financial performance is subject to risks associated with changes in the value of the U.S. dollar versus local currencies.
- Unanticipated changes in our effective tax rate and additional tax liabilities could adversely affect our operating results and financial condition.
- Our revenue and operating results may fluctuate unexpectedly from quarter-to-quarter, which could impact our stock price.
- Our profitability could suffer from declines in fair value or impairment of our investments, including our strategic investments, and could fluctuate if the fair values of our investments increase.

**Legal and Compliance Risks**

- We may face personal injury, wrongful death, product liability and other liability claims that harm our reputation and adversely affect our business prospects, operating results and financial condition.
- Other litigation, government inquiries and regulatory actions may result in significant costs and judgments and divert management attention from our business.
- We have in the past and may in the future be subject to intellectual property infringement and other claims, which could incur substantial litigation costs, result in significant damages awards, inhibit our use of certain technologies, and divert management attention from our business.
- If we are unable to protect our intellectual property, the value of our brands and products may decrease and we may lose our competitive market advantage.
- We may be unable to enforce patent rights internationally, which may limit our ability to prevent our product features from being used by competitors in some foreign jurisdictions.
- The use of open-source software in our products, services and technologies may expose us to additional risks and harm our intellectual property rights.
- A variety of new and existing laws and/or interpretations could materially and adversely affect our business.
- We are subject to evolving corporate governance and public disclosure regulations and expectations, including with respect to environmental, social and governance ("ESG") matters, that could expose us to numerous risks.
- Our amended and restated bylaws include exclusive forum provisions that could increase costs to bring a claim, discourage claims or limit the ability of our shareholders to bring a claim in a judicial forum viewed by shareholders as more favorable for disputes.

**Risks Related to our Convertible Notes**

- Fulfilling our debt obligations requires significant cash resources, which may exceed our available cash flow.
- The conditional conversion feature of the Notes, if triggered, may adversely affect our financial condition and operating results.
- Conversion of the Notes may dilute the shareholder ownership and could depress the price of our common stock.
- Changes in the accounting treatment for the Notes may have a material effect on our reported financial results.
- The 2027 Note Hedge and Warrant transactions may impact the value of the Notes and our common stock.
- We are exposed to counterparty risk with respect to the 2027 note hedge transactions.

Our past financial performance may not be a reliable indicator of our future performance and historical trends should not be used to anticipate our results or trends in future periods because of the following factors and other variables affecting our operating results. You should carefully consider the trends, risks and uncertainties described below and other information in this Annual Report on Form 10-K and subsequent reports filed with or furnished to the SEC before making any investment decision with respect to our securities. If any of the following trends, risks or uncertainties actually occurs or continues, our business prospects, financial condition, results of operations or cash flows could be materially adversely affected, the trading prices of our securities could decline, and you could lose all or part of your investment. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

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*Strategic Risks*

**We substantially depend on acceptance of our products and services by law enforcement agencies throughout the world. If law enforcement agencies do not continue to purchase and use our products and services, our business prospects, operating results and financial condition will be materially adversely affected.**

Our largest customer vertical is U.S. federal, state and local law enforcement. Axon has a customer relationship with a substantial number of federal, state and local law enforcement agencies in the United States. At any point, whether or not related to the performance of our products and services, law enforcement agencies may elect to no longer purchase or use our CEDs or other products and services. For example, we believe that in the past our sales were adversely impacted by negative coverage and publicity surrounding our products and services and their use and this could occur in the future, including as a result of factors beyond our control. If law enforcement agencies no longer purchase our products and services, or materially decrease their purchases, our business prospects, operating results and financial condition will be materially adversely affected.

**We substantially depend on sales of our CEDs, and if these products do not continue to be widely accepted, our business prospects, operating results, and financial condition could be diminished.**

For the years ended December 31, 2024, 2023 and 2022, we derived a significant portion of our revenues from sales of CEDs and related products and services, whether sold individually or as part of a subscription plan offering. We anticipate that these products will continue to account for a significant portion of our revenue for the foreseeable future. The acceptance of these devices is critical to our business prospects, operating results and financial condition. If we cannot continue to meet customer demands or achieve more widespread market acceptance of these products, our business prospects, operating results, and financial condition will be materially adversely affected.

Demand for CED products is affected by several factors, many of which are beyond our control, including continued market acceptance of our products by our customers, technological change, and growth or contraction of the economy in general. Additionally, our CEDs and other offerings or products could fail to maintain or attain sufficient customer acceptance for many reasons, including:

- our failure to predict market demand accurately, whether as a result of a failure to anticipate demand for product features or functionality or to supply offerings that meet this demand;
- real or perceived defects, errors or failures;
- negative publicity about product performance or effectiveness;
- delays in releasing to the market our improved offerings or enhancements, or defects, errors or failures while releasing such offerings or enhancements;
- real or perceived failure to offer complementary products that enhance the functionality of our offerings;
- introduction or anticipated introduction of competing products; and
- budget constraints or other limitations for our customers.

A decrease in the selling prices of or demand for these products, or their failure to maintain broad market acceptance, would significantly harm our competitive position, business prospects, operating results and financial condition.

**If we are unable to design, introduce, sell and deploy new products or new product features successfully, our business and financial results could be adversely affected.**

Our future success will likely depend on our ability to develop new products or product features that achieve market acceptance in a timely and cost-effective manner and in a way that is responsive to customer demand. The development of new products and product features is complex, time-consuming and expensive, and we may experience delays or incur significant additional costs in completing the development and introduction of new products. We may choose to carry higher levels of inventory to mitigate the risk of production delays, which may expose us to an increased risk of obsolescence.

We have devoted, and continue to devote, significant resources to develop and deploy SaaS solutions to a large number of customers. If there is a substantial increase of new customers in a small window, we may have difficulty deploying these solutions in a

way that meets market demand. Increases in customer demand may require us to change our

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IT infrastructure, expand our IT infrastructure or replace our IT infrastructure entirely. Scaling and adapting our IT infrastructure is likely to be complex and require additional technical expertise. If we are required to make any changes to our IT infrastructure, we may incur substantial costs and experience delays or interruptions in our solutions. These delays or interruptions may cause customers to become dissatisfied with our solutions and move to competing providers. Our failure to accommodate increased traffic, increased costs, inefficiencies or failures to adapt to new technologies or customer requirements and the associated adjustments to our IT infrastructure could harm our business prospects, operating results and financial condition.

Additionally, customers' requirements for these products are complex and varied. If we cannot develop scalable solutions that can be consistently configured for customers with minimal effort or grow and maintain a professional services team that can consistently configure our products to meet the requirements of large numbers of customers in a timely and cost-effective manner, our ability to broadly scale SaaS solutions could be negatively impacted, and our business prospects, operating results and financial condition could be negatively impacted.

We cannot provide any assurance that products that we may develop in the future will achieve market acceptance. If we fail to develop new products or new product features on a timely basis that achieve market acceptance, our business, financial results and competitive position could be adversely affected.

**We face risks associated with rapid technological change and new competing products.**

The technology associated with law enforcement devices and software receives significant attention and is rapidly evolving. The introduction of products embodying new technologies and the emergence of new industry standards can render existing products obsolete and unmarketable. In particular, AI and machine learning technologies are rapidly developing and as these technologies are incorporated into our products and the operations of our customers, the pace of change has in the past and may in the future continue to accelerate. Additionally, we expect our products to meet and keep pace with evolving security standards and requirements of our industry and customers, including those of the U.S. federal government and international governments. While we have some patent protection in certain key areas of our Axon devices, CEDs and SaaS technology, new technology may result in competing products that operate outside our patents and could present significant competition for our products, which could adversely affect our business, financial results and competitive position. Additionally, our competitors may develop competing technologies or products with superior features or lower costs, respond quicker to emerging technologies, conduct more extensive marketing campaigns, have greater financial, marketing, manufacturing and other resources, and may be more successful in attracting potential customers, employees and strategic partners. If we cannot compete effectively, our business and financial results could be adversely affected.

**Our future success depends on our ability to expand sales through direct sales and distributors and our inability to increase direct sales or recruit new distributors would negatively affect our sales.**

Our distribution strategy is to pursue sales through multiple channels primarily through direct sales and independent distributors. We focus on direct sales to larger agencies and our inability to grow sales to these agencies in this manner would materially adversely affect our business prospects, operating results, and financial condition. In addition, our inability to establish relationships with and retain distributors who we believe can successfully sell our products would materially adversely affect our business prospects, operating results, and financial condition. If we do not competitively price our products, meet the requirements of our distributors or end-users, provide adequate marketing support, or comply with the terms of our distribution arrangements, our distributors may fail to aggressively market our products or may terminate their relationships with us. These developments would likely have a material adverse effect on our sales. Our reliance on the sales of our products by others also makes it more difficult to predict our revenue, cash flow, and operating results.

In certain states and foreign jurisdictions, we have chosen to sell directly with law enforcement customers rather than through established distribution channels. However, some of our customers may have strong working relationships with distributors, and we may face resistance to this change. Failure to overcome this resistance and successfully establish direct relationships with our customers could negatively impact sales, or our competitors may be better positioned by continuing to sell through distributors, which could adversely affect our business prospects, operating results and financial condition.

**Negative publicity could adversely impact sales, which could cause our revenues or operating results to decline.**

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Our business depends on the reputation of the Axon brand. If we are unable to maintain the position of the Axon brand, our business may be adversely affected by diminishing the appeal of the brand to our customer base. This could result in lower sales and earnings.

Our reputation and our brands have in the past been, and could in the future be, damaged by negative publicity, whether or not merited or as a result of actions that are within our control. Negative publicity could relate to our company, our brands, our products, our supply chain, our packaging, our employees or any other aspect of our business. We could experience negative publicity (which may be raised by consumer advocacy groups, third-party interest groups, investors, employees or other stakeholders) for a variety of reasons, including as a result of product safety issues, threatened or pending legal or regulatory proceedings, product claims, advertising and promotional practices, sustainability or policy issues, materials sourcing or cybersecurity incidents. Negative publicity that damages one of our brands could be compounded by having an adverse effect on our other brands or our company as a whole.

In addition, unfavorable media or investor and analyst reports related to our industry, company, brand, marketing, personnel, operations, business performance, or prospects may affect our common stock price and the performance of our business, even if the publicity is not directly related to our company or our brands and even if the publicity is not accurate. Furthermore, the speed at which negative publicity is disseminated has dramatically increased through use of electronic communication, including social media outlets, websites and other digital platforms. Alternatively, our employees may knowingly or inadvertently use digital or social media platforms in ways that may not be aligned with out digital or social media strategy and could damage our reputation or our brands. Our success in maintaining and enhancing our brand depends on our ability to adapt to rapidly changing media environments. Adverse publicity or negative commentary from any media outlet could damage our reputation, require us to expend substantial resources to remedy the damage or reduce the demand for our products and services, which would all adversely affect our business and financial results.

**Acquisitions of, or investments in, other products, technologies or businesses could disrupt our business, dilute shareholder value, and adversely affect our operating results.**

Our business strategy has included, and may continue to include, acquiring or investing in other complementary products, technologies, or businesses. Identifying and negotiating these transactions can be time-consuming, difficult, and expensive. Additionally, our ability to close these transactions has previously, and may in the future, depend on obtaining third-party approvals, such as government regulatory approvals and clearances, which are beyond our control. Consequently, we can make no assurance that these transactions once undertaken and announced, will close.

Acquisitions or investments may present unforeseen operating difficulties and expenses. If we acquire businesses, technologies or products, we may encounter difficulties in successfully integrating the acquired personnel, operations, systems, technologies, or products successfully, or effectively managing the combined business. Anticipated benefits of such transactions may not materialize due to factors such as:

- inability to integrate or profitably benefit from acquired products, technologies or businesses;
- failure to obtain regulatory approvals, clearances or certifications;
- exposure to new regulations related to the acquired products, technologies, or business that are unexpectedly burdensome, negatively impact existing products, technologies or business, or require significant investment in order to achieve compliance;
- unanticipated costs, liabilities, or risks related to the transaction, such as those arising from litigation, government inquiries, regulatory actions;
- identified or unknown security vulnerabilities in acquired technologies that expose us to additional security risks or delay integration;
- cultural misalignment with the acquired company, as well as disruptions to our workplace environment or investor perception;
- unionization or labor organization efforts leading to work stoppages, strikes, or disruptions in business operations;
- incurrence of costs related to the transaction and integration;
- difficulty integrating the accounting and information systems, operations and personnel of the acquired business;
- inability to enhance the acquired technologies and platforms to meet the quality, performance, and brand standards expected by our customers;

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- difficulties and additional expenses associated with supporting legacy products and hosting infrastructure of the acquired business;
- challenges aligning the acquired company's revenue recognition policies and forecasting methods;
- write-offs of acquired assets or investments, credit risks, or other financial impacts associated with acquired customers;
- challenges transitioning acquired customers to our systems, processes, and contractual terms;
- diversion of management's attention;
- harm to existing business relationships with business partners and customers;
- loss of key employees;
- diversion of critical resources, including substantial portions of available cash, away from other parts of our business;
- shareholder dilution resulting from the issuance of new equity to finance the transaction;
- incurrence of debt on unfavorable terms, repayment difficulties, or significant financial liabilities arising out of the acquisition or investment; and
- exposure to adverse tax consequences, substantial asset depreciation, or deferred compensation expenses.

We cannot assure you that the anticipated benefits of any acquisition or investment will be realized, that projected synergies will materialize, or that we will not be exposed to unknown liabilities or risks. Integrating an acquired technology, asset, or business into our operations can be challenging, complex, and costly, and we cannot assure you that we will be successful or that the anticipated benefits of the acquisitions or investments that we complete will outweigh their costs. If our integration and development efforts are unsuccessful and the anticipated benefits of the acquisitions we complete are not achieved, our business prospects, operating results and financial condition could be adversely affected.

In connection with these types of transactions, we may issue additional equity securities that would dilute our shareholders, use cash that we may need in the future to operate our business, incur debt on terms unfavorable to us or that we are unable to repay, incur large charges or substantial liabilities, encounter difficulties integrating diverse business cultures and values or become subject to adverse tax consequences, substantial depreciation, or deferred compensation charges. These challenges could adversely affect our business prospects, operating results and financial condition.

**We may not successfully manage our growth or plan for future growth.**

Since our founding in 1993, we have experienced rapid growth. The growth and expansion of our business places a continuous and significant strain on our management, operational, and financial resources. Further growth of our operations to support our customer base, our expanding third-party relationships, our information technology systems, and our internal controls and procedures may not be adequate to support our operations. Managing our growth will also require significant expenditures and allocation of valuable management resources, including the challenges of integrating, developing, and motivating a growing employee base in various countries around the world.

In addition, our rapid growth may make it difficult to evaluate our future prospects. Our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future growth. We have encountered in the past, and may encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If we fail to achieve the necessary level of efficiency in our organization as it grows, or if we are not able to accurately forecast future growth, our business would be harmed.

**We depend on the services of our executive officers, including Patrick W. Smith, our Chief Executive Officer. Our failure to retain executive officers could adversely impact our business.**

Our future success depends upon our ability to retain executive officers, including Patrick W. Smith, and any failure to do so could adversely impact our new product development, business prospects, operating results and financial condition.

Among other qualifications, Patrick W. Smith is the founder of Axon and brings extensive executive leadership experience in the technology industry, including the management of worldwide operations, sales, service and support as well as technology innovation as

an inventor listed on over 50 U.S. patents. Mr. Smith has been instrumental in building

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the public safety operating system of the future by integrating a suite of hardware devices and cloud-based software solutions that lead to modern policing and help save lives. From the early days of founding the organization to today as a market leader, Mr. Smith's expertise has brought forth entirely new product categories, including the less-than-lethal TASER de-escalation platform, body cameras and cloud software that modernize public safety.

The loss of any of our senior management, including Patrick W. Smith, could interrupt our ability to execute our business plan, as such individuals may be difficult to replace.

*Operational Risks*

**Unavailability of materials or higher costs could adversely affect our financial results.**

We depend on domestic and international suppliers for the delivery of components used in the assembly of our products. Our reliance on third-party suppliers creates risks related to our potential inability to obtain an adequate supply of components or sub-assemblies and reduced control over pricing and timing of delivery of components and sub-assemblies, including single or sole-source components used in the manufacture of our products. Specifically, we depend on suppliers of sub-assemblies, machined parts, injection molded plastic parts, printed circuit boards, semiconductors, custom wire fabrications and other miscellaneous custom and off-the-shelf parts for our products. Although we may implement long-term agreements with strategic suppliers to mitigate the risk of supply continuity, disruptions remain possible. Additionally, if our suppliers do not allocate sufficient production, they may decommit from agreed supply levels, or inaccurately forecast demand, we may face reduced access to components and need to secure new suppliers. As the scale of our hardware production increases, we need to accurately forecast, purchase, warehouse and transport components at high volumes to our manufacturing facilities. If we are unable to accurately match the timing and quantities of component purchases to our actual needs, we may incur costs related to unexpected production disruption, storage, transportation, expedite, and write-offs, which may harm our business prospects and financial condition.

The TASER 10 CED presents additional supply chain challenges due to its unique design and regulatory requirements, including, for example, the regulation of imports and exports of certain TASER 10 CED components. We also purchase raw materials for TASER 10 CEDs from a limited number of suppliers, some of which may be subject to market price fluctuations that we may be unable to pass through to our customers. Because of the unique requirements of TASER 10 CEDs, we cannot change suppliers easily. Any delay or interruption in the supply of the raw materials that are used in TASER 10 CEDs could impair our ability to manufacture and deliver TASER 10 CEDs, harm our reputation, or cause a reduction in revenues.

A significant number of our raw materials or components comprise petroleum-based products or incur some form of landed cost associated with transporting the raw materials or components. Our freight and import costs and the timely delivery of our products could be adversely affected by the materialization or re-emergence of a number of factors that could reduce the profitability of our operations, including, for example: higher fuel costs (including increased petroleum prices as a result of, among other things, climate change-related regulations); supply chain shortages; potential port closures or shipping disruptions; customs clearance issues; increased government regulation or regulatory changes for imports of foreign products into the United States and exports from foreign sources; and delays created by war, terrorist attacks or threats, public health issues, national disasters or work stoppages. We are also subject to supply chain disruption if any of our suppliers violate legislation that bans the import of goods based on their method of production, such as using forced labor or sanctioned raw material suppliers. This may also result in negative publicity regarding our production methods, and alleged unethical or illegal practices of any of our suppliers could adversely affect our reputation. Any interruption of supply for any material components of our products could significantly delay the shipment of our products and have a material adverse effect on our revenues, profitability and financial condition. For example, there have been and may continue to be disruptions in the semi-conductor supply chain that could negatively impact our ability to make our products.

If significant tariffs or other restrictions continue to be placed on foreign imports by the United States, our sales and results of operations may be harmed. For example, ongoing trade tensions between the United States and China have led to a series of significant tariffs on the importation of certain product categories into the United States over recent years. In retaliation for these tarrifs, China has recently placed restrictions on the export of certain raw materials, including gallium and germanium. Further, President Trump has proposed significantly increased tariffs on foreign imports into the United States, particularly from China, Mexico and Canada. Such tariffs could have a significant impact on our business, particularly the importation of products used in our business that are manufactured outside the United States, or could result in our products exported from the United States being subject to retaliatory tariffs imposed by other countries. We

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also source certain raw materials from foreign countries, as do some of our suppliers. The implementation of tariffs and trade restrictions as well as changes in trade policies between the United States and such foreign countries could lead to increases in our supply costs and make it more difficult to obtain suppliers and may have an adverse effect on our supply chain from a cost and sourcing perspective. If we attempt to renegotiate prices with suppliers or diversify our supply chain in response to tariffs, such efforts may not yield immediate results or may be ineffective. We might also consider increasing prices to the end consumer; however, this could reduce the competitiveness of our products and adversely affect net sales. If we fail to manage these dynamics successfully, gross margins and profitability could be adversely affected. Increased tariffs or trade restrictions implemented by the United States could have a material adverse effect on our business prospects, operating results and financial condition.

**Material adverse developments in domestic and global economic conditions, or the occurrence of other sufficiently disruptive world events, could materially adversely affect our revenue and results of operations.**

Global economic uncertainty continues to pose risks to our business, driven by factors such as ongoing conflicts in Gaza and Ukraine, the volatility of interest rates, high inflation, changes in U.S. immigration policy, an actual recession or fears of a recession, trade policies and tariffs, and geopolitical tensions. Our inability to offset price inflation in our materials, components, shipping or labor through increased prices to customers with long-term fixed-price contracts and formula-based or long-term fixed-price contracts with suppliers could adversely affect our business prospects, operating results and financial condition. Global supply chain and labor market challenges could also negatively affect our and our suppliers' performance. Interest rate increases have also created financial market volatility and could further negatively impact financial markets, lead to an economic downturn or recession, or have an adverse effect on our financial results. Economic slowdowns can also negatively impact municipal and state tax collections and put pressure on law enforcement budgets, which may increase the risk that our customers will be unable to appropriate funds for existing or future contracts with us. In addition, geopolitical risks could affect our customers' budgets and policies. These and other factors may adversely affect customer demand and ability to pay, cause decrease in sales, and negatively impact the realizability of our accounts and notes receivable and contract assets.

**If demand for our products increases, our future success will depend on our ability to manage our growth and to increase manufacturing production capacity.**

A significant increase in demand for our products may require us to expand our production capacity while maintaining product quality. Our primary strategies to meet this challenge include introducing additional shifts, increasing the physical size of our assembly facilities, hiring additional production staff, and implementing additional customized manufacturing automation equipment. As we develop additional products, we may need to bring new equipment online, implement new systems, technology, methods and processes, and hire personnel with different qualifications. The costs associated with implementing new manufacturing technologies, methods and processes, including the purchase of new equipment, and any resulting delays, inefficiencies or loss of sales, could harm our financial results. The investments we make in equipment, technologies or personnel may not yield the anticipated labor and material efficiencies, and we may experience difficulty in attracting, integrating and retaining qualified personnel. Our inability to meet any future increase in sales demand or effectively manage our expansion could have a material adverse effect on our revenues, operating results and financial condition.

**Delays in product development schedules may adversely affect our revenues and cash flows.**

The development of CEDs, devices, sensors, and software is complex and time-consuming. Achieving market acceptance requires accurately anticipating customer needs and delivering products that adapt to evolving demands in a timely and cost-effective manner. Customers may require product features and capabilities that our current products do not have. If we fail to develop products that satisfy customer requirements, our ability to create or increase demand for our products could be adversely affected.

Without the timely and cost-effective introduction of new products, services, and enhancements, our offerings will likely become less competitive over time, in which case our competitive position and operating results could suffer. New products and services, and enhancements to existing products and services, can require long development and testing periods and significant investment, including substantial R&D, development of different engineering and manufacturing workflows, and adjustments to our data and analytics infrastructure. Our focus on our SaaS platform also presents complex development issues. Significant delays in new product or service releases or problems in creating new products or services could adversely affect our business, growth prospects, operating results, cash flows, and competitive position.

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**We expend significant resources in anticipation of a sale due to our lengthy sales cycle and may receive no revenue in return.**

Before committing to purchase our products, our end-user customers typically consider a wide range of issues such as product benefits, training costs, the cost to use our products in addition to or in place of other products, budget constraints and product reliability, safety and efficacy. Because we sell to various types of non-government and government entities of multiple sizes, including national agencies, state agencies, county agencies and municipal agencies, which can require varying levels of approvals followed by appropriations, the length of our sales cycle may range from a few weeks to as long as several years. Adverse publicity surrounding our products or the safety of such products has in the past, and could in the future, lengthen our sales cycle with customers. We believe that in the past our sales were adversely impacted by negative coverage and publicity surrounding our products or the use of our products. We may incur substantial selling costs and expend significant effort in connection with the evaluation of our products by potential customers before they place an order. If these potential customers do not purchase our products, we will have expended significant resources and received no revenue in return.

**If our security measures or those of our third-party providers, including cloud storage providers, are breached, resulting in unauthorized access to our or our customers' data, it could undermine confidence in our network, data centers, and services leading to reduced customer use of our products and services and significant legal and financial exposure and liabilities.**

Security breaches of our products and services could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of our customers' data. Additionally, breaches of our network or data security measures or those of our third-party providers —including cloud storage providers, suppliers and vendors—could disrupt the security of our internal systems and business applications, impair our ability to provide products and services to our customers and protect the privacy of their data, result in product development delays, result in theft or misuse of our intellectual property or other assets, require us to allocate more resources to improve technologies, or otherwise materially adversely affect our business. Supply chain vulnerabilities, such as compromised third-party software, hardware, or components, could further expose our systems to cyber risks which could materially adversely affect our business.

Because the techniques used to obtain unauthorized access, or to sabotage systems, change frequently, grow more complex over time, and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. The delayed detection of sophisticated threats could allow attackers to remain undetected within our systems for extended periods, increasing the potential damage to our operations, intellectual property, and customer data. Moreover, our security measures and those of our third-party service providers or customers have not in the past and may not in the future immediately detect such security breaches if they occur. Although we have developed systems and processes that are designed to protect our data and user data, to prevent or detect data loss and security breaches, we have been in the past and are likely to remain a frequent target of third-party cybersecurity intrusion attempts and we cannot assure that such measures will provide absolute security. We have in the past and may in the future incur significant costs in protecting against or remediating cyber-attacks.

We also face increasing and evolving disclosure obligations related to cyber and other security events. Despite rigorous processes, we risk failing to meet all our existing or future disclosure obligations or having our disclosures misinterpreted. National security or public safety considerations may also affect, or in limited instances prevent, our public disclosure of a cybersecurity incident in certain circumstances.

We devote significant resources to engineer secure products and ensure security vulnerabilities are mitigated, and we require our third-party service providers to do so as well. Remote-work arrangements may increase our exposure to cyberattacks due to vulnerabilities in unsecured devices, networks, and employee environments. Breaches could occur during transfer of data-to-data centers or at any time, and result in unauthorized physical or electronic access to our or our customers' data. Third parties may attempt to fraudulently induce employees or customers into disclosing sensitive information such as usernames, passwords or other information to gain access to our data or our customers' data. Additionally, hackers may develop and deploy viruses, worms and other malicious software programs that attack or gain access to our networks and data centers. Recent developments in the threat landscape include use of AI and machine learning by attackers to automate, enhance, and evade detection during cyberattacks, along with an increased number of cyber extortion and ransomware incidents. These attacks can feature higher financial ransom demands and demonstrate increasing sophistication, including novel ransomware techniques, diverse methodologies, and advance capabilities such as adaptive malware and deepfake-enabled phishing schemes. Increasing socioeconomic and political instability in some

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countries has heightened these risks. In addition, retaliatory acts by foreign governments in response to Western sanctions could include cyber-attacks that could directly or indirectly impact our operations.

A security breach could expose us to a risk of loss or inappropriate use of proprietary and sensitive data, or the denial of access to this data. A real or perceived security breach could also result in a loss of confidence in the security of our products and services, damage our reputation, disrupt our business, subject us to third-party lawsuits, regulatory fines or investigations or otherwise subject us to legal liability, negatively impact our future sales and significantly harm our business prospects, operating results and financial condition. Even the perception of inadequate security may damage our reputation and negatively affect our ability to win new customers or retain existing customers.

**Catastrophic events could materially adversely affect our business prospects, operating results, and financial condition.**

A disruption or failure of our systems or operations in the event of a major earthquake, weather event, fire, water shortage, explosion, failure to contain hazardous materials, industrial accident, utility failure, cyber-attack, terrorist attack, public health crisis, pandemic, or other catastrophic event could cause delays in completing sales, providing products and services, or performing other mission-critical functions. A catastrophic event that results in the destruction or disruption of any of our critical operations, or of the capacity, reliability or security of our information technology systems, could harm our ability to conduct normal business activities and our operating results, as well as expose us to claims, litigation and governmental investigations and fines. Such events may also jeopardize employee safety and availability, causing additional delays or operational challenges. In addition, catastrophes may put pressure on federal, state and municipal government budgets, which may increase the risk that our customers will be unable to appropriate funds for existing or future contracts with us. These and other factors may adversely affect customer demand and their ability to pay, cause decrease in sales, and negatively impact the realizability of our accounts receivable and contract assets. Furthermore, service delays or failures during such events could damage our reputation, especially with public safety customers, and erode trust in our ability to deliver reliable solutions during critical times.

Public health emergencies have adversely affected workforces, economies and financial markets globally, and led to an economic downturn in the past and may do so again in the future.

We may also face threats to our physical security, including to our facilities and the safety and well-being of our people. In addition to the potential catastrophic events described above, these threats could involve insider threats, workplace violence, or civil unrest, which could adversely affect our company. Our customers and suppliers face similar risks that, if realized, could also adversely impact our operations. Such acts could cause delays, manufacturing downtime, or other impacts that could detrimentally impact our ability to perform our operations. We could also incur unanticipated costs to remediate impacts and lost business.

If our backup and mitigation plans are insufficient to minimize business disruption, our financial results could be adversely affected. We are continuously monitoring our operations and intend to take appropriate actions to mitigate the risks arising from catastrophic events, but there can be no assurances that we will be successful in doing so.

**Uncertainty in the development, deployment, and use of AI in our products and services, as well as our business more broadly, could adversely affect our business and reputation.**

We offer systems and tools that incorporate AI-based technologies, including generative AI, for our customers. We also leverage and expect to continue leveraging AI-based technologies for internal use to drive efficiency in our business operations. As with many new and emerging technologies, AI presents numerous risks and challenges to our internal business operations and our customers. For example, unexpected failures or inaccuracies in AI-driven systems could expose our customers to operational risks, particularly in high-stakes use cases such as law enforcement or public safety.

The development, adoption, integration and use of generative AI technology remains in the early stages and consequently, our AI technology may contain material defects or errors. Additionally, ineffective or inadequate AI or generative AI governance, development, use or deployment practices by us or third parties could result in unintended consequences. For example, AI algorithms that we use may be flawed or may be (or perceived to be) based on datasets that are biased or insufficient, a risk raised by the ACLU in a report dated December 10, 2024. Biases in AI models could result in discriminatory outcomes, eroding trust among customers and communities we serve.

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Any latency, disruption, or failure in our AI systems, third-party AI systems that we utilize, or infrastructure could cause delays or errors in our offerings. Additionally, inadequate governance, testing, or quality assurance processes could result in flawed deployments, including those that result in physical harm or which produce erroneous or harmful outputs that may damage our reputation and expose us to legal liabilities. Correcting such defects or errors may be costly and time-consuming and could harm our business. Failure to adequately train customers on the use and limitations of AI-driven products could also compound these risks. Thoroughly testing generative AI models is challenging due to their complexity and the unpredictability of their outputs. Developing, testing, and deploying resource-intensive AI systems may require additional investment and increase our costs. There also may be real or perceived social harm, environmental harm, unfairness or other outcomes that undermine public confidence in the deployment and use of AI. Furthermore, third parties may deploy AI technologies in a manner that reduces customer demand for our products and services. Competitive pressures may also drive rapid AI development or deployment, increasing the risk of releasing inadequately tested or unreliable features. Any of the foregoing may result in decreased demand for our products and services or harm to our business, financial results, or reputation.

The legal and regulatory landscape surrounding AI technologies is rapidly evolving and uncertain, particularly in areas of intellectual property, cybersecurity, privacy, and data protection. For example, there is uncertainty around the validity and enforceability of intellectual property rights related to our development, deployment and use of AI. Cyber attacks that use AI may also become increasingly frequent and effective. Additionally, third parties that license AI technologies to us may impose unfavorable licensing terms or terminate the licenses altogether, requiring us to seek licenses from alternative sources to avoid disruptions in feature delivery.

Compliance with new or changing laws, regulations, or industry standards relating to AI may impose significant operational costs and may limit our ability to develop, deploy or use AI technologies. In part due to our global scope and law enforcement customer base, we may face heightened scrutiny and regulatory requirements, which could further increase compliance costs and limit our ability to develop, deploy or use our AI solutions or other AI technologies. For example, the AI Act in the European Union imposes compliance requirements on a variety of AI uses by law enforcement, as well as on the companies that develop those products, including us. Other jurisdictions may adopt similar measures in the future. In the future, we may voluntarily or involuntarily initiate recalls if our products are determined by us or a regulatory authority to be noncompliant with applicable laws and regulations. Such recalls, whether voluntary or involuntary, could result in significant expense, supply chain complications, and may harm our brand, business, prospects, financial condition and operating results. Please also see "Operational Risks—Defects in our products could reduce demand for our products or result in product recalls and result in a loss of sales, delay in market acceptance, and damage to our reputation" in Part I, Item 1A of this Annual Report on Form 10-K below for additional information.

We may also face increased scrutiny regarding data privacy and security risks related to the data we use to train and evaluate AI models, as breaches or misuse of this data and associated terms and conditions could expose us to significant liabilities. For example, while we do not use customer data to train AI models today, we do occasionally use data obtained from the Axon Customer Evidence Improvement Program ("ACEIP") for evaluation and we may use ACEIP data to also train models in the future, while ensuring proper consents and compliance with applicable laws. This approach reflects our commitment to responsible data usage and governance. However, there remains a significant risk in the nature of data used by third-party providers to train the AI models we rely on, including whether such third-party providers have trained AI models on data that they did not have proper consents for. Failure to appropriately respond to this evolving landscape may result in legal liability, regulatory action, or brand and reputational harm.

**Defects or disruptions in our services could impact demand for our services and subject us to substantial liability.**

We rely on third-party cloud service providers located in the United States and other countries to deliver our cloud services. The use of these cloud service providers gives us greater flexibility in efficiently delivering a more tailored, scalable customer experience, but also exposes us to additional risks and vulnerabilities. Lack of availability of this infrastructure could be due to several potential causes such as technical failures, natural disasters, fraud or security attacks that we cannot predict or prevent. Interruptions in our service, or loss or corruption of digital evidence, may reduce our revenue, cause us to issue credits or pay penalties, cause customers to file litigation against us, cause customers to terminate their subscriptions, and adversely affect our renewal rates and our ability to attract new customers.

Our business will also be harmed if our customers and potential customers believe our service is unreliable. Since our customers use our services for important aspects of their operations, any errors, defects, disruptions in service or other performance problems could hurt our reputation and may damage our customers' operations. Additionally, the inability to recover or restore lost or corrupted digital evidence in a timely manner could result in significant reputational damage. This

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risk is particularly acute for law enforcement and public safety customers, where service reliability is critical, and disruptions could have serious operational or legal consequences. As a result, customers could elect not to renew our services or to delay or withhold payment to us. Delayed resolution of service outages or technical defects could also lead to prolonged dissatisfaction and erosion of customer trust. We could also lose future sales or customers may make warranty or other claims against us, which could result in an increase in our warranty expense, an increase in collection cycles for and decline in the collectability of accounts receivable or in the convertibility of contract assets to cash, and an increase in the expense and risk of litigation.

**Defects in our products could reduce demand for our products or result in product recalls and result in a loss of sales, delay in market acceptance, and damage to our reputation.**

Complex components and assemblies used in our products may contain undetected defects that could be subsequently discovered at any point in the life of the product. Errors or defects in our products, including software-related errors or defects, may only be discovered after they have been tested, commercialized and deployed. In such event, we may incur significant additional development costs and product recall, repair or replacement costs, or liability for personal injury or property damage caused by such errors or defects. In particular, defects in products designed for public safety or law enforcement use could undermine customer and community trust, erode confidence in our brand, and result in heightened scrutiny or regulatory enforcement. Our reputation or brand may be damaged as a result of these problems and may result in difficulty retaining current customers and securing new contracts. Defects in our products could result in a loss of sales, delay in market acceptance, damage to our reputation and increased warranty costs, which could adversely affect our business, financial results and competitive position.

Additionally, we are subject to the U.S. Consumer Products Safety Act of 1972, as amended by the Consumer Product Safety Improvement Act of 2008, which empowers the Consumer Products Safety Commission to exclude from the market products that are found to be unsafe or hazardous, and similar laws under foreign jurisdictions. We could also face challenges with cross-border compliance if products are recalled in multiple jurisdictions, further increasing operational and financial burdens. Under certain circumstances, the Consumer Products Safety Commission or comparable foreign agencies could require us to repurchase or recall one or more of our products. If we were required to remove, or we voluntarily remove, our products from the market, our reputation could be tarnished, and we might have large quantities of finished products that we could not sell. A recall of critical components may also disrupt manufacturing and delay delivery of other products in our portfolio, compounding the adverse effect on our business.

**Our international operations expose us to additional risks that could harm our business prospects, operating results, and financial condition.**

We have significant international operations and plan to continue growing internationally by acquiring existing entities and setting up new legal entities in new markets. In certain international markets, we have limited operating experience and may not benefit from first-to-market advantages or otherwise succeed. Our international operations expose us to other risks, including:

- restrictions on foreign ownership and investments, along with stringent foreign exchange controls, could limit our ability to repatriate cash earned in countries outside the United States;
- import and export requirements, tariffs, trade disputes, product certification mandates, sanctions, and customs could hinder our ability to offer products or services in certain countries or obtain necessary parts and components to manufacture products;
- longer payment cycles in certain countries, heightened credit risk, and higher instances of payment fraud;
- uncertainty regarding liability for our products and services, including uncertainty resulting from local laws and lack of legal precedent; and
- differing labor laws and customs, existence of workers' councils and labor unions, and other challenges caused by distance, language, and cultural differences.

Our suite of products is export-controlled under both United States and international regulatory bodies. Changes in U.S. foreign policy, foreign governmental status and evolving international human rights policy objectives may impact Axon's ability to obtain licenses for a given destination or customer.

Trade regulations include, among other categories, environmental regulations, climate- and sustainability-related regulations, tax and statutory financial regulations, export and import controls, customs and duties regulations, internal

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control and disclosure rules, privacy and data protection requirements, anti-corruption laws, and other local laws prohibiting corrupt payments to governmental officials, and competition regulations.

Violations of these laws and regulations could result in fines and penalties, criminal sanctions against us, our directors, officers, or employees, as well as prohibitions on the conduct of our business and on our ability to offer our products and services in one or more countries. They could also materially adversely affect our brand, international growth efforts, ability to attract and retain employees, business, and operating results. Although we have implemented policies and procedures designed to ensure compliance with these laws and regulations, there can be no assurance that our directors, officers, employees, contractors, or agents will not violate our policies nor that enforcement actions by regulators will be consistent. Furthermore, inconsistent enforcement of local laws and regulations in some jurisdictions may increase compliance uncertainty and risk.

**We depend on our ability to attract and retain our key management, sales and technical personnel.**

Our success depends upon the continued service of our key management personnel. Although we have entered into employment agreements with our key personnel, including Mr. Smith, these agreements have no specific duration and constitute at-will employment, which means they may terminate their employment with us at any time. Additionally, we do not maintain any key person insurance on any of our officers or employees. Any changes in our senior management team, even in the ordinary course of business, may be disruptive to our business. Such changes may result in a loss of institutional knowledge and cause disruptions to our business. Losing any member of our existing senior management team could also damage key seller relationships, lead to unanticipated replacement, recruitment and training costs, and make it more difficult to operate our business and achieve our business goals. Additionally, if our senior management team fails to work together effectively or execute our plans and strategies on a timely basis as a result of management turnover or otherwise, our business could be harmed.

Our success also depends on our ability to continue to attract, retain and motivate qualified technical employees. Our ability to compete effectively and our future success depends on our continuing to identify, hire, develop, motivate and retain highly skilled personnel. In particular, we compete with many other companies for employees with high levels of expertise in our industry, as well as for skilled engineers (including those with highly sought after experience in fields such as data science or AI), sales, and operations professionals. Job candidates may also be threatened with legal action under agreements with their existing employers if we attempt to hire them, which could impact hiring and result in a diversion of our time and resources. In addition, we are selective in our hiring process which requires significant investment of time and resources from internal stakeholders and management. At times, we have experienced, and we may continue to experience, difficulty in hiring personnel who meet the demands of our selection process and with appropriate qualifications, experience, or expertise, and we may not be able to fill positions as quickly as desired. In addition, our recruiting personnel, methodology, and approach may need to be altered to address a changing candidate pool and profile. We may not be able to identify or implement such changes in a timely manner.

Restrictive U.S. immigration policies and regulatory changes may also affect our ability to hire, mobilize or retain some of our global talent. Many of our technical personnel are foreign nationals entering the United States on work visas, primarily under the H-1B visa classification. The H-1B visa classification enables U.S. employers to hire qualified foreign nationals in positions that require an education at least equal to a bachelor's degree. U.S. immigration laws and regulations are subject to legislative and administrative changes, as well as changes in the application of standards and enforcement. Future restrictions on the availability of work visas could restrain our ability to acquire the skilled professionals needed to meet our customers' requirements, which could have a material adverse effect on our business. The scope and impact of these changes remain unclear, however a narrow interpretation and vigorous enforcement of existing laws and regulations could adversely affect the ability of entities with which we subcontract to utilize foreign nationals and/or renew existing foreign national consultants on assignment. There can be no assurance that we will be able to keep or replace all foreign nationals currently employed, or continue to acquire foreign national talent at the same rates as in the past.

In addition, our compensation arrangements, such as our equity incentives, may not always be successful in attracting new employees and retaining and motivating our existing employees. In particular, we may face challenges in hiring personnel, particularly for executive-level engineering talent, whether as a result of competition with other companies or other factors. We have had and expect to continue to have unique equity incentives designed to attract and retain long-term employees. We utilize these plans to align pay and performance and drive shareholder returns while reducing near-term cash expenditures. Our equity incentives and ongoing stock and option grants are subject to having sufficient shares under our stock plan and any new plans or increases in the number of shares available for grant under existing plans must be approved by our shareholders. If we are unable to obtain shareholder approval, we may be unable to attract and retain top

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talent, including senior executives. Our ability to attract, retain and motivate employees may also be adversely affected by common stock price volatility. The loss of the service of one or more of our key personnel could adversely impact our business prospects, operating results and financial condition.

**Failure to comply with federal, state, or local regulations applicable to our firearm product, the TASER 10 CED, could result in governmental actions or litigation, potentially harming our business prospects, operating results, and financial condition.**

The TASER 10 CED is primarily regulated by the Bureau of Alcohol, Tobacco, Firearms and Explosives (the "ATF"), which regulates the manufacture, sale and import of firearms in the United States primarily under the National Firearms Act of 1934, the Gun Control Act of 1968, and the Firearms Owners' Protection Act of 1986, which have been amended from time to time.

The ATF conducts periodic audits of our facilities that hold federal firearms licenses. If we fail to comply with ATF rules and regulations, the ATF may limit our activities or growth related to the TASER 10 CED, fine us, or, ultimately, suspend our ability to produce and sell the TASER 10 CED product line. Such audits may also expose operational inefficiencies or create delays that affect production timelines or access to necessary permits. Also, various state and local laws, regulations, and ordinances relating to firearm characteristics, features and sales govern the TASER 10 CED product line. Axon and local distributors must comply with state and local laws, regulations, and ordinances pertaining to firearm and magazine sales in the jurisdictions where the TASER 10 CED is sold. Non-compliance with such laws could expose us to legal liability, reputational harm, and additional costs with remedying violations. Additionally, certain TASER 10 CED components are regulated for import into the United States by the ATF and are subject to ATF import permits that limit Axon's ability to source from some suppliers leading to a potential decrease in supply chain agility. Supply chain constraints or an inability to source TASER 10 CED components could have a material adverse effect on our business prospects, operating results and financial condition.

Federal and state legislatures frequently consider legislation relating to the regulation of firearms, including the amendment or repeal of existing legislation. Existing laws may also be affected by future judicial rulings and interpretations. These possible changes to existing legislation or the enactment of new legislation may seek to restrict the makeup of a firearm, mandate the use of certain technologies in a firearm, remove existing legal defenses in lawsuits, set minimum age limits to purchase certain firearms, or ban the sale and, in some cases, the ownership of various types of firearms and accessories. In addition, evolving public sentiment or political pressure regarding firearm regulation could impact customer demand for TASER 10 CEDs, especially in jurisdictions with stricter firearm laws. Such restrictions or bans could have a material adverse effect on our business prospects, operating results and financial condition.

**Failure to maintain effective internal control over financial reporting may adversely affect our ability to report our financial condition and operating results in a timely and accurate manner, which may cause investor confidence in our company to diminish and the value of our common stock to decline.**

Preparing our consolidated financial statements involves many complex manual and automated processes, which depend on individual data input or review and require significant management judgment. The increasing complexity of our operations, including growth in international markets and expansion of product offerings, further heightens the risk of control deficiencies. Acquired businesses may have insufficient internal controls, which may have been identified or unidentifiable during diligence, that could require significant remediation efforts and create additional risks of financial misstatements during integration. One or more of these processes may result in errors that may not be, and in the past have not been, immediately detected and could result in a material misstatement or other errors in our consolidated financial statements. Such errors may be more likely to occur when implementing new systems and processes, particularly when implementing evolving and complex accounting rules. The Sarbanes-Oxley Act of 2002 requires, among other things, that as a publicly traded company we disclose whether our internal control over financial reporting and disclosure controls and procedures are effective.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. While we continually undertake steps to improve our internal control over financial reporting as our business changes, we may not be successful in making the improvements and changes necessary to be able to identify and remediate control deficiencies or material weaknesses on a timely basis. Our ability to address deficiencies may also be constrained by resource limitations, including access to skilled accounting personnel, particularly during periods of rapid growth or cost pressures. We identified a material weakness in our internal control over financial reporting

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as of December 31, 2024 related to a failure to design and maintain effective controls related to revenue recognition for our customer contracts. Specifically, we did not design and maintain controls to update our revenue recognition policies to reflect changes in product offerings or terms and conditions of arrangements with customers to ensure revenue was appropriately recognized and disclosed in accordance with U.S. GAAP. We are working to remediate the material weakness as further discussed in Item 9A of this Annual Report on Form 10-K. If we cannot successfully remediate identified control deficiencies, including any current or future material weaknesses in our internal control over financial reporting: the accuracy and timing of our financial reporting may be adversely affected; our liquidity, access to capital markets and perceptions of our creditworthiness may be adversely affected; we could face difficulty forecasting our financial results accurately, impacting decision-making by investors and analysts; we may be unable to maintain compliance with securities laws, stock exchange listing requirements and debt instruments' covenants regarding the timely filing of periodic reports; we may be subject to regulatory investigations and penalties; investors may lose confidence in our financial reporting; we may suffer defaults under our debt instruments; and our common stock price may decline.

**Our revision of previously issued consolidated financial statements may adversely affect investor confidence and could result in regulatory actions and stockholder litigation.**

The revision of certain of our previously issued financial statements to correct errors related to our historical conclusions of principal vs. agent accounting under Accounting Standards Codification, Revenue from Contracts with Customers ("ASC 606") may have the effect of eroding investor confidence in the Company and our financial reporting and accounting practices and processes and may raise reputational issues for our business. Such revision may also result in stockholder litigation against us, or adverse regulatory consequences. Any such regulatory consequences, litigation, claim or dispute, whether successful or not, could subject us to additional costs, divert the attention of our management, or impair our reputation. Each of these consequences could have a material adverse effect on our business prospects, operating results and financial condition.

*Financial Risks*

**An increasing percentage of our revenue is derived from subscription billing arrangements that may result in delayed cash collections and may increase customer credit risk on receivables and contract assets.**

Our strategy includes maintaining a significant portion of our business through a subscription model, which aligns with the municipal budgeting process of our customers and allows for multiple product offerings to be combined into existing subscriptions. This approach differs from a traditional hardware sale, where the entire hardware payment is commonly invoiced upon shipment, by spreading payments over the subscription or installment period. While this model provides predictable recurring revenue, it impacts liquidity, as cash is received in multiple installments rather than upfront.

We record an estimate of expected credit losses and perform ongoing reviews of trade accounts receivables. However, if we become aware of information related to the creditworthiness of a major customer, or if future actual default rates on receivables in general differ from those currently anticipated, we may have to adjust our expected credit loss reserve. Such adjustments could negatively impact earnings and require additional resources for collections or restructuring customer payment terms. Furthermore, our reliance on municipal and government customers may heighten the risk of delayed payments during periods of political or economic instability, such as government shutdowns or reduced tax revenues. Any of these factors could adversely affect our business prospects, operating results and financial condition.

**Our gross margin depends on many factors, including our product mix, cost structure, and acquisitions we may make, any of which could cause our gross margin to fluctuate.**

Our gross margin could decline in future periods due to adverse impacts from various factors, including:

- changes in product mix;
- changes in shipment volume;
- increased warranty costs;
- sales discounts;
- expanding into new markets or lower-margin markets, including those with distinct pricing and cost structures, through acquisitions or internal development;

- higher production costs;

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- increases in materials, labor, manufacturing, or supply chain logistics;
- excess inventory and obsolescence charges;
- increased amortization of purchased intangible assets, especially from acquisitions; and
- how well we execute on our strategy and operating plans.

Any of these factors could result in significant fluctuations in our gross margin. This variability and unpredictability could lead to our inability to meet internal expectations or those of securities analysts or investors for a particular period. Failure to meet or exceed such expectations for these or any other reasons may adversely affect the market price of our stock.

**Revenue for our SaaS products is recognized over multi-year contract terms, which may delay the reflection of new business in our operating results.**

Our SaaS revenue is generally recognized ratably over the terms of the contracts, which ranges from one to ten years. As a result, most of the SaaS revenue we report each quarter is the result of agreements entered into during previous quarters. Consequently, current trends, whether positive or negative, may not be fully reflected in our revenue results for several periods, and a decline in new or renewed SaaS contracts in any period may not be immediately reflected in our reported financial results for that period, but could result in a decline in our revenue in future reporting periods. If any of our assumptions about revenue from our SaaS delivery model are incorrect, our actual results could differ materially from those anticipated, estimated, or projected.

**Most of our end-user customers are subject to budgetary and political constraints, which may delay or prevent sales, result in cancellations, or lead to the non-renewal of contracts.**

A significant portion of our end-user customers are government agencies, which typically lack direct control over their budgets. These budgets are often influenced by legislative processes and political considerations, limiting the agencies' ability to allocate funds as they see fit. There can be no assurance that the economic and political pressures will not adversely affect sales of our products.

Additionally, government procurement processes are often subject to scheduling delays and uncertainties, which can disrupt anticipated sales. Federal agencies, in particular, are vulnerable to broader governmental challenges, such as funding and debt limit constraints, which has previously resulted in government shutdowns, including those in 2018 and 2019, and additional shutdowns narrowly avoided more recently.

While we enter into contracts for the delivery of products and services in the future, and anticipate that these contracts will be completed, if agencies fail to appropriate funds in future year budgets, terminate contracts for convenience, or if other cancellation clauses are invoked, this would prevent us from recognizing anticipated revenue and cash flow. Contracts terminated without cause generally allow us to recover only our incurred costs, committed expenses, and a portion of profits, if any, on the work completed prior to termination. We may or may not be able to recover all the costs incurred during the start-up phase of a terminated contract.

The unexpected termination of significant contracts could result in substantial revenue shortfalls. If these shortfalls are not offset by corresponding reductions in expenses, our financial performance and overall business could be adversely affected. We cannot anticipate if, when, or to what extent our customers might terminate their contracts with us.

**The open bidding process introduces uncertainty in securing future contract awards.**

Governmental agencies often procure products and services through an open bidding process, which typically involves publishing a list of requirements and soliciting proposals from potential vendors. To compete successfully in these requests for proposals, we must accurately estimate our cost structure for servicing a proposed contract, the time required to establish operations for the proposed customer, and the likely terms of any other third-party proposals submitted. However, we cannot guarantee that we will win future bids or that any winning bids will ultimately result in contracts with favorable terms.

Our contracts typically have fixed terms, with the possibility of extension at the discretion of the contracting entity. When these contracts expire, contracts may be reopened to competing bidders, and there is no guarantee that the contracts will be renewed or extended. In some cases, customers may initiate the bidding processes earlier than expected, resulting in

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increased competition prior to the anticipated end of contracts. Additionally, many of our contracts with government agencies include termination for convenience provisions that may allow our customers to terminate the contract earlier than their term length.

Failure to secure new contracts, retain existing ones, or negotiate favorable terms through the open bidding process could adversely impact our revenues, profitability, and overall financial performance.

**We hold the majority of our cash balances, some of which are not insured, at two depository institutions.**

We hold the majority of our cash and cash equivalents accounts at two depository institutions. Our balances with these and other institutions regularly exceed Federal Deposit Insurance Corporation insurance limits for domestic deposits, as well as various foreign deposit insurance programs. For additional discussion, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

If any of these depository institutions were to fail (as seen with several U.S. bank failures in spring of 2023), and their assets were insufficient to cover deposits, or if governments did not take action to support deposits exceeding existing insurance limits, we could incur losses related to the uninsured balances. Such losses or delays in accessing funds could materially and adversely affect our liquidity, operating results and financial condition.

**Stock transactions may have a material, unpredictable impact on our operating results and may result in dilution to existing shareholders.**

We have historically granted and expect to continue to grant stock-based compensation to employees and non-employee directors as a means of attracting and retaining highly qualified personnel. All stock-based awards are required to be recognized in our financial statements based on their grant date fair values. The amount recognized for stock compensation expense could vary depending on a number of assumptions or changes that may occur.

Changes in the subjective and probability-based assumptions can materially affect the estimates of the fair value of the awards and timing of recognition of stock-based compensation expense and, consequently, the related amount recognized in our consolidated statements of operations and comprehensive income.

As we continue to mature, the incentives to attract, retain and motivate employees provided by our equity awards or by future arrangements may not be as effective as in the past. We may also issue equity securities to pay for acquisitions and grant stock-based awards to retain the employees of acquired companies. If we issue significant equity awards to attract additional employees, to retain our existing employees or related to acquisitions, we could incur substantial additional stock-based compensation expense and the ownership of our existing shareholders would be further diluted, which could depress the market price of our stock.

**Our financial performance is subject to risks associated with changes in the value of the U.S. dollar versus local currencies.**

For international customers (whether current or potential) whose contracts are or would be denominated in U.S. dollars, the relative change in local currency values creates relative fluctuations in our product pricing. These changes in international end-user costs may result in lost orders and reduce the competitiveness of our products in certain foreign markets. Additionally, intercompany sales to our non-U.S. dollar functional currency international subsidiaries are transacted in U.S. dollars, which could increase our foreign exchange rate risk caused by foreign currency transaction gains and losses.

For non-U.S. dollar denominated sales, weakening of foreign currencies relative to the U.S. dollar generally leads us to raise international pricing, potentially reducing demand for our products. Should we decide not to raise local prices to fully offset the dollar's strengthening, the U.S. dollar value of our foreign currency denominated sales and earnings would be adversely affected. We do not currently engage in hedging activities related to fluctuations in foreign currency. Fluctuations in foreign currency could result in a change in the U.S. dollar value of our foreign denominated assets and liabilities, including accounts receivable. Therefore, the U.S. dollar equivalent collected on a given sale could be less than the amount invoiced causing the sale to be less profitable than contemplated.

We also import selected components that are used in the manufacturing of some of our products. Although our purchase orders are generally in U.S. dollars, weakness in the U.S. dollar could lead to price increases for the components.

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**Unanticipated changes in our effective tax rate and additional tax liabilities could adversely affect our operating results and financial condition.**

We are subject to income taxes in the United States and various other jurisdictions. Our effective tax rate could be impacted by changes in statutory tax rates, the geographic distribution of our earnings, and the application of top-up taxes introduced under global minimum tax regulations of the Organization for Economic Co-operation and Development ("OECD") framework. Our tax expense could also be impacted by changes in non-deductible expenses, excess tax benefits from stock option exercises and RSU vesting, adjustments to the valuation of deferred tax assets and liabilities, the applicability of withholding taxes, and changes in unrecognized tax benefits. Although we believe that our tax estimates are reasonable, the ultimate tax determination involves significant judgments that could become subject to audit by tax authorities in the ordinary course of business. Our estimates are based on information available to us at the time we prepare the income tax provision.

We are subject to potential tax examinations in multiple jurisdictions. While we regularly evaluate new information to adjust our tax position, there is no guarantee that the outcome of these examinations will not adversely affect our operating results and financial condition.

Our tax provision could also be impacted by changes in U.S. federal, state, local, or international tax laws, including significant tax reforms which target corporate multinationals, and proposals by the current or future administrations.

Additionally, we may be subject to additional tax liabilities due to changes in income-based taxes resulting from changes in U.S. federal, state, local, or foreign tax laws, changes in tax jurisdictions' administrative interpretations, decisions, policies and positions, results of tax examinations, settlements or judicial decisions, changes in accounting principles, changes to our business operations, including acquisitions, as well as the evaluation of new information that results in a change to a tax position taken in a prior period.

Furthermore, recommendations from the OECD for a global minimum income tax and other changes, are being implemented or considered in jurisdictions where we operate. While we believe enactment of the recommended framework in jurisdictions where we operate will result in minimal impacts to our financial results in the near term, the impact of any new tax legislation may differ materially from our estimates due to future regulatory guidance or changes in our interpretations or assumptions we have made. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Provision for Income Taxes" in Part II, Item 7 of this Annual Report on Form 10-K for additional information.

**Our revenue and operating results may fluctuate unexpectedly from quarter-to-quarter, which could impact our stock price.**

Several factors, including some beyond our control, may affect our revenue and operating results, potentially causing our common stock price to fluctuate, including:

- budgetary cycles of municipal, state, and federal law enforcement and corrections agencies;
- market acceptance of our products and services;
- the timing of large domestic and international orders;
- the outcome of any existing or future litigation;
- adverse publicity surrounding our products, the safety of our products, or the use of our products;
- changes in our sales mix;
- new product introduction costs;
- increased raw material expenses;
- changes in our operating expenses, including stock-based compensation expense;
- changes in foreign currency exchange rates, inflation, and interest rates;
- inventory obsolescence;
- changes in warranty reserve;

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- existing or future tariffs; and
- regulatory changes that may affect the marketability of our products and services.

As a result of these and other factors, we believe that short-term period-to-period comparisons of our operating results may not provide meaningful insights, and our performance in a particular period may not be indicative of our performance in any future period. Additionally, fluctuations in our revenues and operating results could lead to declines in the market price of our common stock.

**Our profitability could suffer from declines in fair value or impairment of our investments, including our strategic investments, and could fluctuate if the fair values of our investments increase.**

We invest a portion of available funds in a portfolio consisting of securities of various types. Our investments consist of investments in both marketable and non-marketable securities. Investments in marketable securities are measured at fair value on a recurring basis. We generally have elected to apply the measurement alternative for non-marketable securities. Under the alternative, we measure investments without readily determinable fair values at cost, less impairment, adjusted by observable price changes and we assess for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Our future investment income may fall short of expectations due to changes in interest rates, or due to certain inherent risks involved in investments in early-stage privately held companies. For example, we have recognized and may in the future recognize an unrealized loss on an investment if we determine that our carrying amount for an investment without a readily determinable fair value is not expected to be fully recovered, which would cause our earnings performance to suffer from such losses. By contrast, we have recorded and may in the future record an unrealized gain on an investment if we determine the fair value exceeds the carrying amount, which would benefit our earnings performance.

*Legal and Compliance Risks*

**We may face personal injury, wrongful death, product liability and other liability claims that harm our reputation and adversely affect our business prospects, operating results and financial condition.**

Third parties often use our CED products in aggressive confrontations that may result in serious, permanent bodily injury or death to those involved. Our CED products may be associated with these injuries. A person, or the family members of a person, injured or killed in a confrontation or otherwise in connection with the use of our products, may bring legal action against us to recover damages on the basis of a number of theories, including wrongful death, personal injury, negligent design, defective product, product performance issues, or inadequate warnings or training. We are currently subject to a number of such lawsuits and have been and may be in the future subject to significant adverse judgments and settlements. We may also be subject to lawsuits involving allegations of criminal misuse of our products. We have no control over how our products are used by our customers or other end-users and cannot ensure they are used consistent with our specifications, design and warnings. While our products are designed to be non-lethal, we cannot guarantee they will be used in a manner consistent with their intended use and any misuse exposes us to litigation, reputational harm and controversy.

Although we maintain product liability insurance in amounts that we believe are reasonable, we may not be able to maintain such insurance on acceptable terms, if at all, and product liability claims could result in a potential award of monetary damages in excess of the amount of insurance coverage available to us. Because we manufacture and sell CEDs, insurance carriers may decide not to insure our products or our company in the future.

Similar to product liability claims, we face exposure to class action lawsuits related to the design, performance, safety, pricing or advertising of our products. Such class action lawsuits could also result in substantial monetary judgments, defense costs, business distraction, reallocation of internal resources, injunctions related to the sale of products and reputational harm.

If successful, the aforementioned claims could result in adverse judgments or unfavorable settlements, significant legal expenses, a diversion of management's attention and resources, and reputational harm. The outcome of any litigation is inherently uncertain and there can be no assurance that our existing or any future litigation will not have a material adverse effect on our business prospects, operating results and financial condition.

**Other litigation, government inquiries and regulatory actions may subject us to significant costs and judgments and divert management attention from our business.**

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We have been and could in the future be involved in numerous other litigation, government inquiries and regulatory matters relating to our products, contracts, employees and business relationships, including litigation against persons or entities we believe have infringed on our intellectual property, infringement litigation filed against us, litigation against a competitor, antitrust litigation, and enforcement actions filed against us. For additional discussion of litigation, refer to Note 13 in Part II, Item 8 of this Annual Report on Form 10-K.

Such matters have resulted, and are expected to continue to result in, substantial costs to us, including in the form of attorneys' fees and costs, damages, fines or other penalties, whether pursuant to an adverse judgment or settlement, and diversion of our management's attention, which could adversely affect our business prospects, operating results and financial condition.

**We have in the past and may in the future be subject to intellectual property infringement and other claims, which could incur substantial litigation costs, result in significant damages awards, inhibit our use of certain technologies, and divert management attention from our business.**

Many companies own intellectual property rights that are directly or indirectly related to public safety technologies. These companies periodically demand licensing agreements or engage in litigation based on allegations of infringement or other violations of their patents, trademarks, copyrights or trade secrets. These companies may also allege that their patents protect features essential to the implementation of particular technical standards. Non-practicing entities may also hold patents that are directly or indirectly related to public safety technologies. These entities may seek compensation for perceived infringement of their patents, including by filing claims against us, independent of the merit of any such claims. As we enter new markets, expand into new product categories, and otherwise offer new products, services and technologies, additional intellectual property claims may be filed against us by these companies, entities and other third parties. Additionally, our use of AI tools in our business may increase the likelihood that third parties will claim that we infringe their intellectual property rights. Intellectual property claims may also be filed against us as our current products, services and technologies gain additional market share.

If our products, services or technologies were found to infringe a third-party's proprietary rights, we could be forced to discontinue use of the protected technology or enter into costly royalty or licensing agreements to be able to sell our products, services or technologies. Such royalty and licensing agreements may not be available on terms acceptable to us or at all. We could also be required to pay substantial damages, fines or other penalties, indemnify customers or distributors, cease the manufacture, use or sale of infringing products or processes, make proprietary source code publicly available, and/or expend significant resources to develop or acquire non-infringing technologies. Our suppliers may not provide, or we may not be able to obtain, intellectual property indemnification sufficient to offset all damages, fines or other penalties resulting from any claims of intellectual property infringement brought against us or our customers. There is no guarantee that our use of conventional technology searching and brand clearance searching will identify all potential rights holders. Rights holders may demand payment for past infringements and/or force us to accept costly license terms or discontinue use of protected technology and/or works of authorship that may include, for example, photos, videos and software. Our development and sale of software-based products, including that which is related to AI or VR, increases this risk.

**If we are unable to protect our intellectual property, the value of our brands and products may decrease and we may lose our competitive market advantage.**

Our future success depends upon our proprietary technology. Our protective measures for this proprietary technology include patents, trademarks, copyrights and trade secret protection. However, these protective measures, as well as our efforts to pursue such protective measures, may prove inadequate. For example, the value of intellectual property protection in certain countries may not be apparent until after such protection can no longer be pursued. As such, our intellectual property protection may not extend to all countries in which our products are distributed or will be distributed in the future. Though we work to protect our innovations, we may not be able to obtain protection for certain innovations. For example, we may be unable to patent some software-based products. Furthermore, any use of AI tools to create content or code that may be incorporated into our products or services may also impact our ability to obtain or successfully defend certain intellectual property rights. The scope of any patent protection we have obtained, or may obtain, may not prevent others from developing and selling competing products. Despite our efforts, any intellectual property protection we obtain may be later determined to be insufficient or ineffective.

Our protective measures may prove inadequate for reasons outside of our control. Varying intellectual property laws across countries may lead to differences in protection between such countries. In certain countries in which our products

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are distributed, the ability to effectively enforce intellectual property rights may not exist. Patent requirements differ by country and certain domestic or international laws may prohibit us from satisfying these requirements, creating a risk that some of our international patents may become unenforceable. Patents for older technologies, such as those first introduced in our TASER M26 CED and TASER X26 CED, have expired or will expire due to statutory limits on patent terms. Despite policies and efforts to maintain secrecy of trade secrets and other confidential information, such information could be compromised by employees, partners or other third parties.

Once established, there is no guarantee that our intellectual property rights will remain in force. Issued patents may be re-examined and subsequently ruled invalid or unenforceable. Our registered trademarks may also be diminished or lost. For example, there is a risk that our "TASER" trademark could become synonymous with the general product category of "conducted energy devices" resulting in claims of genericness that could interfere with our enforcement efforts and create customer confusion as to product source. The right to stop others from misusing our trademarks and service marks in commerce depends, to some extent, on our ability to show evidence of enforcement of our rights against such misuse in commerce. Our efforts to stop improper use, if ineffective, may lead to the loss of trademark and service mark rights, brand loyalty and notoriety among our customers and prospective customers.

Inability to protect our intellectual property could negatively impact our commercial efforts and competitive market advantage. Regardless of the outcome, the prosecution of patent and other intellectual property claims is both costly and time-consuming. Unauthorized use of our proprietary technology could divert our management's attention from our business and could result in a material adverse effect on our business prospects, operating results and financial position.

**We may be unable to enforce patent rights internationally, which may limit our ability to prevent our product features from being used by competitors in some foreign jurisdictions.**

Our U.S. patents protect us from imported infringing products coming into the United States from abroad. We have filed applications for patents in foreign countries; however, these may be inadequate to protect markets for our products in these foreign countries. Each patent is examined and granted according to the law of the country where it was filed independent of whether a U.S. patent on similar technology was granted. Certain foreign countries have patent working requirements that require a patent owner to practice a patented invention within the respective country. A patent in a foreign country may be subject to cancellation, forfeiture, compulsory license or other penalty if the claimed invention has not been worked in that country. Meeting the requirements of working an invention differs by country and ranges from sales in the country to manufacturing in the country. U.S. export law, or the laws of some foreign countries, may prohibit us from satisfying the requirements for working the invention, creating a risk that some of our international patents may become unenforceable. In a country in which we do not have a patent or a country in which our patent in that country is unenforceable or unenforced, other companies and makers of similar products may be able to copy our products or features of our products without consequence, thus limiting our ability to capture market share or protect our technology, which could materially harm our business prospects and operating results.

**The use of open-source software in our products, services and technologies may expose us to additional risks and harm our intellectual property.**

Open-source software is typically freely accessible, usable and modifiable. Certain open source software licenses require a user who intends to distribute the open source software as a component of the user's software to disclose publicly part or all of the source code to the user's software or require the user of such software to make any derivative works of the open source code available to others on potentially unfavorable terms or at no cost. The terms of many open-source licenses have not been interpreted by courts, and there is a risk that those licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to commercialize our products, services and technologies. In that event, we could be required to seek licenses from third parties to continue offering our products, to re-develop our products, to discontinue sales of our products or to release our proprietary software code under the terms of an open-source license, any of which could harm our business. Although we aim to avoid any use of open source software in our products, services and technologies, and otherwise only use open source software available under permissive open source licenses, it is possible that other manners of use, including those that a third-party may allege to be in breach of a corresponding open source license, may have inadvertently occurred in deploying our products, services and technologies. If a third-party software provider has incorporated certain types of open-source software into software we license from such third-party for our products, services and technologies without our knowledge, we could be required to disclose the source code to our products, services and technologies. This could harm our intellectual property position as well as our business prospects, operating results and financial condition.

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**A variety of new and existing laws and/or interpretations could materially and adversely affect our business.**

As detailed in "Item I. Business – Government Regulation" in this Annual Report on Form 10-K, we are subject to a variety of laws and regulations in the United States and abroad that involve matters central to our business, including laws and regulations related to: privacy, data protection, security, retention and deletion; rights of publicity; content; intellectual property; regulation of certain of our CEDs as firearms; advertising; marketing; distribution; electronic contracts and other communications; competition; consumer protection; telecommunications; product liability; taxation; labor and employment; sustainability; economic or other trade prohibitions or sanctions; securities; and online payment services. The introduction of new products and expansion of our activities in certain jurisdictions, including through acquisitions, or other actions that we may take may subject us to additional laws, regulations or other government scrutiny. There are several legislative proposals in the United States, at both the federal and state level, that could impose new obligations in areas affecting our business. In addition, foreign privacy, data protection, content, competition, sustainability and other laws and regulations can impose different obligations or be more restrictive than those in the United States.

These U.S. federal and state and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain and may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices. New laws and regulations (or new interpretations of existing laws and regulations) could materially and adversely affect our business.

The cost of compliance with these laws and regulations is high and is likely to increase in the future. Additionally, these laws and regulations, or any associated inquiries or investigations or other government actions, have in the past and may in the future delay or impede the development of new products, result in negative publicity, cause customers to delay purchases, require significant management time and attention, cause us to change our business practices, and subject us to remedies that may harm our business, including civil or criminal liability, such as fines, demands or orders that we modify or cease existing business practices. For additional details, refer to "Item I. Business – Government Regulation."

**We are subject to evolving corporate governance and public disclosure regulations and expectations, including with respect to ESG matters, that could expose us to numerous risks.**

We are subject to changing rules and regulations promulgated by several governmental and self-regulatory organizations, including the SEC, the Nasdaq Stock Market and the Financial Accounting Standards Board ("FASB"). These rules and regulations continue to evolve in scope and complexity and many new requirements have been created in response to laws enacted by Congress, making compliance more difficult and uncertain. In addition, increasingly regulators, customers, investors, employees and other stakeholders are focusing on ESG matters and related disclosures. These changing rules, regulations and stakeholder expectations have resulted in, and are likely to continue to result in, increased general and administrative expenses and increased management time and attention spent complying with or meeting such regulations and expectations. For example, developing and acting on initiatives within the scope of ESG, and collecting, measuring and reporting ESG-related information and metrics can be costly, difficult and time-consuming and is subject to evolving reporting standards, including the SEC's recently adopted and stayed climate-related reporting requirements, and similar proposals by other domestic or international regulatory bodies. Foreign governments have also enacted legislation to address ESG issues, such as the UK Modern Slavery Act.

Additionally, unfavorable perception regarding our social initiatives, governance practices, diversity initiatives, the perceived or actual impacts of our products and services, environmental policies or other growing concerns of our stakeholders, could adversely affect our reputation. Any negative effect on our reputation could have an adverse effect on the size of our customer base, which could adversely affect our business and financial results. We have been, and may be in the future, subject to informal private or public inquiries and formal proxy proposals by activists urging us to take certain corporate actions related to ESG matters, which may not be aligned with our best interests. These activities may adversely affect our business in a number of ways, since responding to inquiries or proposals can be costly, time-consuming, and disruptive to our operations and could meaningfully divert our resources, including the attention of our management team and our employees.

We may also communicate certain initiatives and goals, regarding environmental matters, diversity, responsible sourcing and social investments and other ESG-related matters, in our SEC filings or in other public disclosures. These initiatives and goals within the scope of ESG could be difficult and expensive to implement, the technologies needed to implement them may not be cost effective and may not advance at a sufficient pace, and we could be criticized for the accuracy, adequacy or completeness of the disclosure. Further, statements about our ESG-related initiatives and goals, and

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progress against those goals, may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. In addition, we could be criticized for the scope or nature of such initiatives or goals or for any revisions to these goals. Given the dynamic nature of ESG expectations, standards and regulations, which may change over time, we may from time to time need to update or otherwise revise our current practices, initiatives and goals, including in response to legislative or legal developments. If our ESG-related data, processes and reporting are incomplete or inaccurate, or if we fail to achieve progress with respect to our goals within the scope of ESG on a timely basis, or at all, we may be exposed to potential liability or litigation, and our reputation, business, financial performance and growth could be adversely affected.

**Our amended and restated bylaws include exclusive forum provisions that could increase costs to bring a claim, discourage claims or limit the ability of our shareholders to bring a claim in a judicial forum viewed by shareholders as more favorable for disputes.**

Our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Chancery Court of the State of Delaware will be, to the fullest extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or shareholders; (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or of our amended and restated certificate of incorporation or our amended and restated bylaws; or (iv) any action asserting a claim against us or any of our directors or officers governed by the internal affairs doctrine. In addition, our amended and restated bylaws also provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any claim arising under the Securities Act. The exclusive forum provision in our amended and restated bylaws does not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

The choice of forum provision may increase costs to bring a claim, discourage claims or limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with Axon or Axon's directors, officers or other employees, which may discourage such lawsuits against Axon or Axon's directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

*Risks Related to our Convertible Notes*

**Fulfilling our debt obligations requires significant cash resources, and we may not have sufficient cash flow to pay our debt.**

As of December 31, 2024, we had $690.0 million in aggregate principal amount outstanding under our 2027 Notes. Our ability to meet our debt obligations, including making our scheduled payments of the principal and interest payments or refinancing our indebtedness, depends on our future performance, which is subject to economic, financial, competitive, and other factors, many of which are beyond our control. If our business fails to generate sufficient cash flow from operations to meet these obligations and fund capital expenditures, we may be required to adopt one or more alternatives, such as asset sales, debt restructuring, or raising additional equity capital, which could involve unfavorable or dilutive terms. Additionally, our ability to refinance our indebtedness will depend on market conditions and our financial standing at such time, which may not be favorable. Failure to engage in any of these activities on desirable terms could result in a default on our debt obligations.

**The conditional conversion feature of the Notes, if triggered, may adversely affect our financial condition and operating results.**

If the conditional conversion feature of the Notes is triggered, holders of Notes may choose to convert their Notes during specified periods at their discretion. If one or more holders elect to convert their Notes, we would be required to settle any converted principal amount in cash, which could adversely impact our liquidity. Moreover, even if no holders elect to convert their Notes, applicable accounting rules may require that we reclassify all or a portion of the outstanding principal of the Notes to a current liability. Such reclassification would materially reduce our net working capital, potentially affecting our financial flexibility and stability.

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**Conversion of the Notes may dilute the ownership interest of our shareholders or could depress the price of our common stock.**

The conversion of some or all of the Notes could dilute our shareholders' ownership interests. Upon conversion, we have the option to pay or deliver cash, shares of our common stock, or a combination of both. If we elect to settle the remainder, if any, of our conversion obligation exceeding the principal amount of the Notes with shares of our common stock or a mix of cash and stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. Additionally, the existence of the Notes may encourage short selling by market participants because the conversion of the Notes could be used to satisfy short positions, or anticipated conversion of the Notes into shares of our common stock could depress the market price of our common stock.

**Changes in the accounting treatment for the Notes could have a material effect on our reported financial results.**

As of January 1, 2022, we adopted ASU 2020-06, which affects the accounting treatment of the Notes. Accordingly, we do not bifurcate the liability and equity components of the Notes on our consolidated balance sheet and use the if-converted method of calculating diluted earnings per share ("EPS"). Under this method, diluted EPS will generally be calculated assuming that all the Notes were converted solely into shares of common stock at the beginning of the reporting period, unless the result would be anti-dilutive, which could adversely affect our diluted EPS. Because the principal amount of the Notes upon conversion is required to be paid in cash, and only the excess is permitted to be settled in shares, the application of the if-converted method will produce a similar result as the treasury stock method prior to the adoption of ASU 2020-06. The effect of the treasury stock method is that the shares issuable upon conversion of such Notes are not included in the calculation of diluted EPS except to the extent that the conversion value of such Notes exceeds their principal amount.

In accordance with ASU 2020-06, the Notes are reflected as a liability on our consolidated balance sheets, with the initial carrying amount equal to the principal amount of the Notes, net of issuance costs. The issuance costs have been treated as a debt discount for accounting purposes, which are and will be amortized into interest expense over the term of the Notes. As a result of this amortization, the interest expense that we recognize for the Notes for accounting purposes is greater than the cash interest payments payable on the Notes, thereby resulting in lower reported income.

Future changes made to our accounting standards related to the Notes could have a material effect on our reported financial results.

**The 2027 Note Hedge and Warrant transactions may impact the value of the Notes and our common stock.**

In connection with the pricing of the Notes, we have entered into 2027 Note Hedge transactions and Warrant Transactions with the option counterparties. The Note Hedge transactions are intended to reduce the potential dilution to our common stock upon any conversion of Notes and offset any cash payments we are required to make in excess of the principal amount of converted Notes. However, the Warrant transactions could have a dilutive effect on our common stock to the extent that the market price per share of our common stock exceeds the strike price of the Warrants.

Additionally, the option counterparties or their affiliates may modify their hedge positions by entering into or unwinding various derivatives tied our common stock, or by buying or selling our common stock or other securities in secondary market transactions following the pricing of the Notes. These activities could occur prior to the maturity of the Notes, or and in connection with any conversion, redemption, or repurchase of the Notes. Such actions could cause fluctuations in the market price of our common stock, either increasing or decreasing its value.

If any of the Note Hedge and Warrant transactions fail to become effective, counterparties or their affiliates may unwind their hedge positions, which could adversely affect the value of our common stock.

The potential effect of these transactions and activities on the market price of our common stock will depend in part on market conditions and other factors beyond our control, and their impact cannot be ascertained at this time. Any of these activities could adversely affect the value of our common stock.

**We are exposed to counterparty risk with respect to the 2027 Note Hedge transactions.**

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The option counterparties for the 2027 Note Hedge transactions are financial institutions, and we face the risk that any or all of them might default on their obligations under these transactions. Our exposure to this credit risk is unsecure, as the option counterparties have not secured their obligations by any collateral.

If an option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure under the 2027 Note Hedge transactions at that time. Our exposure will depend on many factors, including an increase in the market price and volatility of our common stock.

A default by an option counterparty could lead us to suffer adverse tax consequences and result in greater dilution of our common stock than we currently anticipate. We cannot provide assurances as to the financial stability or solvency of the option counterparties, and any default could materially and adversely affect our financial results and shareholder value.

## Item 1B. *Unresolved Staff Comments*

None.

## Item 1C. *Cybersecurity*

*Cybersecurity Risk Management and Strategy*

Our business is highly dependent on our information systems, including our ability to operate them effectively and to successfully implement new technologies, methods and processes, as well as adequate controls and cybersecurity incident recovery plans. We rely on our information systems to manage our business, data, communications, supply chain, ordering, pricing, billing, inventory replenishment, accounting functions and other processes. In addition, we must protect the confidentiality and integrity of the data of our business, employees, customers and other third parties. Our business involves the collection, processing, storage and transmission of personally identifiable information and other sensitive and confidential information. This data is wide ranging and relates to our employees, customers and third parties, including the subjects of law enforcement. Our compliance obligations include those prescribed under the laws and regulations that dictate whether, how and under what circumstances we can receive, process, hold and/or transfer certain data that is critical to our operations, including data shared between countries or regions in which we operate and data shared among our products and services.

As part of our company-wide culture of security, we maintain a formal cybersecurity and information security program that is aligned with the standards set forth by the International Organization for Standardization ("ISO"), the American Institute of Certified Public Accountants in Systems and Organization Controls 2, the Criminal Justice Information Services, the Federal Risk and Authorization Management Program and the National Institute of Standards and Technology. Our Information Security Team maintains the program, which is designed to ensure proper monitoring, prevention, detection, mitigation and remediation of cybersecurity vulnerabilities, including the prompt investigation and management of all reported or discovered security events, including cybersecurity threats and incidents, in our ordinary course of business.

Our cybersecurity and information security programs are designed to comply with key global financial regulations and cybersecurity laws in the jurisdictions in which we operate. The program includes taking several proactive steps to prepare for attempts to compromise our information systems. To provide for the availability of critical data and systems, maintain regulatory compliance, manage our material cybersecurity risks, and protect against, detect and respond to cybersecurity threats and incidents, we undertake the below listed activities:

- closely monitor emerging data protection laws and implement changes to our processes designed to comply;
- undertake regular reviews (at least annually) of our consumer facing and internal policies and statements related to cybersecurity;
- proactively inform our customers of substantive changes related to customer data handling;
- conduct annual information security training for all employees;
- recruit and retain highly skilled cybersecurity professionals, and provide regular training and development opportunities for our cybersecurity and information security employees;
- conduct regular phishing email simulations for all employees and all contractors with access to corporate email systems to enhance awareness and responsiveness to such possible threats;

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- through policy, practice and contract (as applicable), require employees, as well as third parties who provide services on our behalf, to treat customer information and data with care;
- perform due diligence on third-party vendors and, based on our risk assessment, put in place contractual undertakings and oversight to manage and reduce the risks associated with third-party vendors;
- run tabletop exercises to simulate a response to a cybersecurity incident and use the findings to improve our technologies, methods and processes;
- conduct regular risk assessments of our information systems to identify weaknesses, and develop and implement mitigations to improve our cybersecurity and information security program;
- conduct regular security assessments, vulnerability scans, and penetration tests (including by third-party assessment firms) of products systems and internal systems to discover vulnerabilities and apply appropriate mitigations within standardized timelines;
- maintain, implement, evaluate and update our cybersecurity technologies to address threats and vulnerabilities; and
- carry information security risk insurance that provides protection against the potential losses arising from a cybersecurity incident.

*Third-Party Monitoring and External Reviews*

Axon utilizes the assistance of third-party technology and providers to support our objective of protecting our information, information systems and network. Services provided by third parties to assess the performance of our cybersecurity risk management systems and procedures and to identify cybersecurity risks to the Company include assessing products and internal systems for vulnerabilities, incident response services such as computer forensics, internal and external audits for security certifications globally and overall security program maturity evaluations. Axon and our service providers have also developed systems and processes that are designed to protect our and our customers' data, to prevent data loss, and to prevent or detect cybersecurity threats and incidents.

Material findings, notable weaknesses and suggestions are presented to the Enterprise Risk and Compliance Committee of the Company's Board of Directors (the "ERC Committee") as discussed below.

*Cybersecurity Management Team*

Our cybersecurity and information security program, which includes data privacy, is the responsibility of our Chief Information Security Officer ("CISO"), who oversees our global information security program. Our current CISO has served in various information technology and information security roles over the past 20 years including roles at Netflix, Salesforce and Facebook, and has served as CISO since February 2024. He also has relevant degrees and certifications, including a Master of Science degree in Information Assurance from Iowa State University. The information security program has been built over the last 10 years under the leadership of experienced Information Security professionals.

Our CISO attends quarterly meetings of our Disclosure Committee and provides input on disclosures in our Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K, including the relevant risk factors set forth therein. Our CISO, along with the Information Security Team, also leads our Security Incident Response Team, which is responsible for investigating suspected cybersecurity threats and incidents. In the event of a possibly material cybersecurity incident, the Information Security Team also includes the following executive team members: Corporate General Counsel, Chief Legal Officer, Chief Accounting Officer, Chief Operating Officer & Chief Financial Officer and, to the extent practicable or relevant, other senior executives.

*Board of Directors Oversight*

As a part of its oversight of the key risks facing Axon, our Board of Directors devotes significant time and attention to data and systems protection, including cybersecurity and information security risk. While the Audit Committee of the Company's Board of Directors (the "Audit Committee") reviews any significant legal, compliance or regulatory matters that may have a material impact on our business, financial statements or compliance policies generally, it does so in consultation with our ERC Committee with respect to any such matters that involve cybersecurity, data privacy or information technology. The Chair of our ERC Committee is also a member of our Audit Committee, which facilitates close coordination between the two committees on cybersecurity, data privacy and information technology matters.

Our ERC Committee oversees our overall approach to enterprise risk management, of which cybersecurity is an important component. The ERC Committee and its Chair, in coordination with the Information Security Team and CISO, regularly review the categories of risk the Company faces, including any cybersecurity risk exposures, as well as the

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likelihood of occurrence, the potential impact of those risks, and the steps management has taken to monitor, mitigate and control such exposures. To facilitate these reviews, the Information Security Team and CISO report at least quarterly to the ERC Committee with respect to cybersecurity risks, including those identified through review of our business, of rising threats in the industry, and of the current state of our cybersecurity and information security program. The ERC Committee makes regular reports to the full Board of Directors regarding updates on cybersecurity and other risks.

*Incident Response and Assessment Policies and Procedures*

Axon has implemented our cybersecurity and information security program and cybersecurity incident response plan to protect our and our customers' data from, and mitigate the effects of, unintentional disclosure as well as cybersecurity threats and incidents of all severity levels. Our program and response plan outline actions to be taken after identifying a suspected cybersecurity threat or incident and the people responsible for managing those actions. We have also implemented disclosure controls and procedures for determining the materiality of a cybersecurity incident to outline disclosure and communications responsibilities during cybersecurity incidents of all severity levels.

In the event of a possibly material cyber incident, the Security Incident Response Team, under the direction of the Corporate General Counsel and/or the Chief Legal Officer, would collect and document information relevant to materiality and make a threshold determination as to whether such cybersecurity incident (including those occurring on the information systems of third parties) is potentially material. The Security Incident Response Team would meet with the Chair of the ERC Committee to review the preliminary findings of the Security Incident Response Team, including the possible factors in determining materiality. If the Security Incident Response Team and the Chair of the ERC Committee determine that the cybersecurity incident warrants further review after consideration of such findings and factors, the Audit Committee would be convened for a meeting (to which all members of the ERC Committee would be invited) to review the cybersecurity incident and the findings of the Security Incident Response Team and the Chair of the ERC Committee. The Audit Committee would then make a materiality determination consistent with SEC guidance and by considering relevant quantitative and qualitative factors, informed by any recommendations of the ERC Committee and/or its Chair.

Any materiality assessment that results in a determination that a cybersecurity incident is not material would be reported by the Information Security Team, or appropriate members of management, to the ERC Committee at its next scheduled meeting.

At this time, we have not identified any risks from known cybersecurity threats, including as a result of prior cybersecurity incidents, that have materially affected us, including our operations, business strategy, results of operations or financial conditions. However, we face certain ongoing risks from cybersecurity threats that, if realized, are reasonably likely to materially affect us, including our operations, business strategy, results of operations or financial condition. For additional details, refer to Item 1A in Part I of this Annual Report on Form 10-K.

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**Item 2.** ***Properties***

Our primary corporate headquarters are spread across five facilities and approximately 400,000 square feet in the Phoenix, Arizona metropolitan area. As of December 31, 2024, we had more than 31 leased locations including Phoenix and Scottsdale, Arizona; East Point and Peachtree, Georgia; Seattle, Washington; Boston, Massachusetts; San Francisco, California; Westerville, Ohio; Washington, D.C,; Melbourne and Sydney, Australia; Brussels, Belgium; Daventry and London, England; Tampere, Finland; Dietzenbach and Kassel, Germany; Delhi, India; Amsterdam, Netherlands; Ho Chi Minh City and Hanoi, Vietnam; Athens, Greece; Madrid, Spain; Rome, Italy; Toronto, Canada; and Odense, Denmark. We also own a parcel of land located in Scottsdale, Arizona.

We believe our existing facilities are well maintained and in good operating condition. We also believe we have adequate manufacturing capacity for our existing product lines. To the extent that we continue to grow and introduce new products in the future, we will need to acquire additional facilities to locate the associated production lines. However, we believe we can acquire or lease such facilities on reasonable terms. We continue to make investments in capital equipment as needed to meet anticipated demand for our products.

The majority of our locations support both of our reportable segments, except for our Vietnam, Finland, and Seattle, Washington locations, which primarily support our Software & Sensors segment.

**Item 3.** ***Legal Proceedings***

See discussion of litigation in Note 13 included in Part II, Item 8 of this Annual Report on Form 10-K, which discussion is incorporated by reference herein.

**Item 4.** ***Mine Safety Disclosures***

None.

**PART II**

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

**Market Information**

Our common stock is quoted under the symbol "AXON" on The NASDAQ Stock Market LLC

**Holders**

As of February 24, 2025, there were 203 holders of record of our common stock.

**Dividends**

To date, we have not declared or paid cash dividends on our common stock. We do not intend to pay cash dividends in the foreseeable future.

**Issuer Purchases of Equity Securities**

In February 2016, our Board of Directors authorized a stock repurchase program to acquire up to $50.0 million of our outstanding common stock subject to stock market conditions and corporate considerations. The stock repurchase program does not have a stated expiration date. During the year ended December 31, 2024, no common shares were purchased under the program. As of December 31, 2024, $16.3 million remained available under the plan for future purchases.

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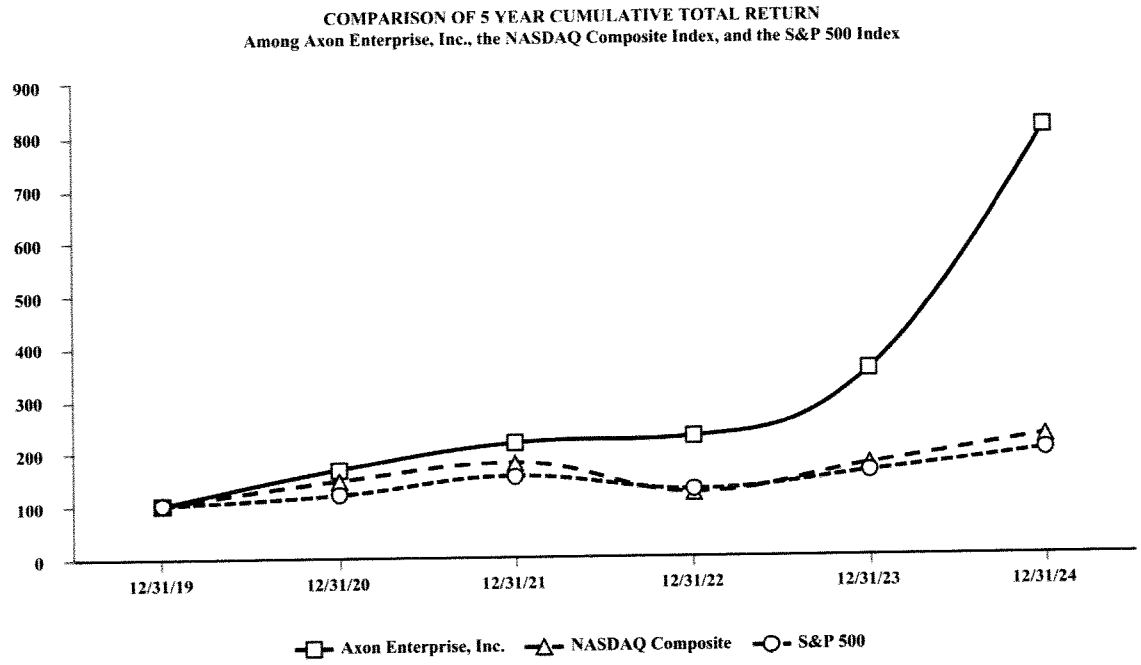
**Stock Performance Graph**

The following stock performance graph compares the performance of our common stock to the NASDAQ Composite Index and S&P 500 Index.

The graph covers the period from December 31, 2019 to December 31, 2024. The graph assumes that the value of the investment in our stock and in each index was $100 at December 31, 2019, and that all dividends were reinvested. We do not pay dividends on our common stock.




| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|
| Axon Enterprise, Inc. | $ 100.00 | $ 167.21 | $ 214.25 | $ 226.41 | $ 352.44 | $ 810.73 |
| NASDAQ Composite | 100.00 | 144.92 | 177.06 | 119.45 | 172.77 | 223.87 |
| S&P 500 | 100.00 | 118.40 | 152.39 | 124.79 | 157.59 | 197.02 |

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**Item 6.** ***[Reserved]***

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## Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is designed to provide a reader of our consolidated financial statements with a narrative from the perspective of our management on our financial condition, results of operations, liquidity and certain other factors that may affect our future results. Our MD&A should be read in conjunction with the other sections of this Annual Report on Form 10-K, including "Part I, Item 1A - Risk Factors" and "Part II, Item 8 - Financial Statements and Supplementary Data." The various sections of our MD&A contain a number of forward-looking statements, all of which are based on our current expectations and could be affected by the uncertainties and risk factors described throughout this filing. The tables in the MD&A sections below are derived from exact numbers and may have immaterial rounding differences.

Our MD&A discusses our results of operations for the year ended December 31, 2024 as compared to the year ended December 31, 2023. For a discussion and analysis of the year ended December 31, 2023 as compared to the year ended December 31, 2022, refer to Management's Discussion and Analysis of Financial Condition and Results of Operations included in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 27, 2024.

### Overview

Axon is building the public safety operating system of the future by integrating a suite of hardware devices and cloud software solutions that not only revolutionize modern policing but also cater to federal agencies, corrections, justice and enterprise-level security and safety needs. Axon's suite includes cloud-hosted digital evidence management solutions, productivity and real-time operations software, body cameras, in-car cameras, TASER energy devices, robotic security and training solutions. Axon's growing global customer base includes first responders across international, federal, state, and local law enforcement, fire, corrections, and emergency medical services, as well as the justice sector, commercial enterprises, and consumers.

Our revenues for the year ended December 31, 2024 were $2.1 billion, an increase of $521.8 million, or 33.4%, from the comparable period in the prior year. We had income from operations of $58.5 million, compared to $156.9 million for the same period in the prior year. Gross margin dollars increased $285.9 million but decreased as a percentage of revenue to 59.6% from 61.2% compared to the same period in the prior year. The decrease was primarily driven by higher stock-based compensation expense and amortization of acquired intangibles. Excluding the impacts of stock-based compensation expense and intangibles amortization in costs of goods sold, adjusted gross margin increased to 63.2% for the year ended December 31, 2024, compared to 61.8% for the same period in the prior year, primarily due to an increased mix of high-margin Axon Cloud & Services revenue and investments in TASER automation and cost-reduction initiatives. Operating expenses increased $384.2 million, reflecting an increase in salaries, benefits, and stock-based compensation expenses, as well as an increase in professional and consulting expenses related to transaction costs. For the year ended December 31, 2024, we recorded net income of $377.0 million which included net realized and unrealized gains on fair value adjustments of strategic investments of $162.9 million, a net unrealized gain on marketable securities of $120.3 million, and interest income, net of $36.6 million. Net income of $175.8 million for the comparable period in the prior year reflected net unrealized losses of $80.5 million related to impairment and observable price changes for our existing investments and related warrants, interest income, net of $42.1 million, and a net unrealized gain of $38.7 million on marketable securities.

Certain prior period amounts previously reported on our consolidated financial statements have been revised to correct for immaterial errors, as described in Note 1, Note 23 and Note 24 included in Part II, Item 8 of this Annual Report on Form 10-K.

Additionally, in Q1 2025 we approved a plan to realign our business to better reflect our continued growth and expansion of product, software and service offerings. Previously reported within two reportable segments, TASER and Software and Sensors, we will prospectively reorganize our business in a manner that provides increased transparency and distinction between our hardware and software and services components. As a result of the reorganization, effective with the first quarter of fiscal year 2025, our financial results will be reported in two reportable segments, Connected Devices and Software & Services, which our CODM will use to regularly review information, allocate resources and assess performance. Connected Devices will include hardware products, such as CEDs, body cameras, and drones. Software & Services will include products that integrate with our suite of connected devices, such as Axon Evidence, RMS and other cloud services.

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We are currently assessing the impact of this change on our financial reporting and related segment disclosures. We intend to recast prior period segment information to conform to the new reporting structure, as necessary, to ensure consistency and comparability across reporting periods.

**Results of Operations**

The following table presents data from our consolidated statements of operations as well as the percentage relationship to total net sales of items included in our statements of operations (dollars in thousands):

| | Year Ended December 31, | | | |
|---|---|---|---|---|
| | 2024 | | 2023 | |
| Net sales from products | $ 1,221,292 | 58.6 % | $ 964,002 | 61.8 % |
| Net sales from services | 861,234 | 41.4 | 596,697 | 38.2 |
| Net sales | 2,082,526 | 100.0 | 1,560,699 | 100.0 |
| Cost of product sales | 618,136 | 29.7 | 447,708 | 28.7 |
| Cost of service sales | 223,010 | 10.7 | 157,538 | 10.1 |
| Cost of sales | 841,146 | 40.4 | 605,246 | 38.8 |
| Gross margin | 1,241,380 | 59.6 | 955,453 | 61.2 |
| Selling, general and administrative | 741,247 | 35.6 | 494,884 | 31.7 |
| Research and development | 441,593 | 21.2 | 303,719 | 19.5 |
| Total operating expenses | 1,182,840 | 56.8 | 798,603 | 51.2 |
| Income from operations | 58,540 | 2.8 | 156,850 | 10.0 |
| Interest income, net | 36,595 | 1.8 | 42,112 | 2.7 |
| Other income (loss), net | 286,369 | 13.8 | (41,901) | (2.7) |
| Income before provision for income taxes | 381,504 | 18.3 | 157,061 | 10.1 |
| Provision for (benefit from) income taxes | 4,470 | 0.2 | (18,722) | (1.2) |
| Net income | $ 377,034 | 18.1 % | $ 175,783 | 11.3 % |

The following table presents our revenues disaggregated by geography (dollars in thousands):

| | Year Ended December 31, | | | |
|---|---|---|---|---|
| | 2024 | | 2023 | |
| United States | $ 1,775,194 | 85 % | $ 1,335,516 | 86 % |
| Other countries | 307,332 | 15 | 225,183 | 14 |
| Total | $ 2,082,526 | 100 % | $ 1,560,699 | 100 % |

International revenue increased as a percentage of revenue compared to the prior year, primarily driven by increased sales in our Americas region (i.e., Central America, South America, and Canada).

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***Net Sales***

Net sales by product line were as follows (dollars in thousands):

| | Year Ended December 31, | | | | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| | 2024 | | 2023 | | | |
| TASER segment: | | | | | | |
| TASER Devices (Professional) | $ 453,055 | 21.8 % | $ 333,923 | 21.4 % | $ 119,132 | 35.7 % |
| Cartridges | 246,766 | 11.8 | 193,285 | 12.4 | 53,481 | 27.7 |
| Axon Evidence and Cloud Services | 54,913 | 2.6 | 35,680 | 2.3 | 19,233 | 53.9 |
| Extended Warranties | 37,515 | 1.8 | 31,689 | 2.0 | 5,826 | 18.4 |
| Other [1] | 26,424 | 1.3 | 18,933 | 1.2 | 7,491 | 39.6 |
| TASER segment | 818,673 | 39.3 | 613,510 | 39.3 | 205,163 | 33.4 |
| Software and Sensors segment: | | | | | | |
| Axon Evidence and Cloud Services | 808,256 | 38.8 | 566,003 | 36.3 | 242,253 | 42.8 |
| Axon Body Cameras and Accessories | 246,855 | 11.9 | 183,023 | 11.7 | 63,832 | 34.9 |
| Axon Fleet Systems | 104,890 | 5.0 | 121,842 | 7.8 | (16,952) | (13.9) |
| Extended Warranties | 66,141 | 3.2 | 55,154 | 3.5 | 10,987 | 19.9 |
| Other [2] | 37,711 | 1.8 | 21,167 | 1.4 | 16,544 | 78.2 |
| Software and Sensors segment | 1,263,853 | 60.7 | 947,189 | 60.7 | 316,664 | 33.4 |
| Total net sales | $ 2,082,526 | 100.0 % | $ 1,560,699 | 100.0 % | $ 521,827 | 33.4 % |

(1) TASER segment "Other" includes smaller categories, such as VR hardware, weapons training revenue such as revenue associated with our Master Instructor School, and TASER consumer device sales.

(2) Software and Sensors segment "Other" includes revenue from items including Signal Sidearm, Interview Room, Axon Air, partners' contra-revenue and other sensors and equipment.

Net sales for the TASER segment for the year ended December 31, 2024 increased $205.2 million, or 33.4%, as compared to the prior year, primarily due to an increase of $119.1 million in TASER devices and an increase of $53.5 million in cartridge revenue. The increase is primarily related to continued adoption of our newest device, TASER 10. The increase in revenue from Axon Evidence and cloud services of $19.2 million was driven by an increase in the number of cloud-connected TASER devices in the field and software revenue tied to our VR solution. An increase in TASER devices in the field drove the $5.8 million increase in extended warranties, as most of those devices are sold with extended warranties. The $7.5 million increase in "Other" revenue is primarily driven by increased VR hardware volume.

Net sales for the Software and Sensors segment for the year ended December 31, 2024 increased $316.7 million, or 33.4%, as compared to the prior year, as we continued to add users and associated devices to our network. The increase in the aggregate number of users and growing adoption of our premium add-on features by existing customers drove the majority of the increase in Axon Evidence and cloud services revenue of $242.3 million. Axon Body cameras and accessories revenue increased $63.8 million due to higher unit sales. Partially offsetting the increase was a $17.0 million decrease in Axon Fleet systems revenue reflecting lower unit volumes on more normalized deployment timelines. An increase in cameras and docks in the field drove the $11.0 million increase in extended warranties, as most of those devices are sold with extended warranties. The $16.5 million increase in "Other" revenue was primarily driven by demand for other product offerings within the Software and Sensors segment.

***Gross Margin***

As a percentage of net sales, gross margin for the TASER segment decreased to 58.6% from 60.6% for the years ended December 31, 2024 and 2023, respectively. The decrease was primarily due to increased stock-based compensation expense. Excluding the impacts of stock-based compensation expense, adjusted gross margin for the TASER segment is

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62.9% for the year ended December 31, 2024, compared to 60.9% for the same period in 2023. The increase is primarily due to investments in automation and cost reduction initiatives.

As a percentage of net sales, gross margin for the Software and Sensors segment decreased to 60.2% from 61.6% for the years ended December 31, 2024 and 2023, respectively. Within the Software and Sensors segment, hardware gross margin was 37.7% for the year ended December 31, 2024, compared to 45.8% for the same period in 2023. Excluding the impacts of stock-based compensation expense and amortization of acquired intangible assets, hardware adjusted gross margin decreased to 41.4% for the year ended December 31, 2024, compared to 46.2% for the same period in 2023 primarily due to product mix and inventory reserve charges associated with legacy products. Service gross margin increased to 73.0% for the year ended December 31, 2024 compared to 72.6% for the same period in 2023. Excluding the impacts of stock-based compensation expense and intangibles amortization, service adjusted gross margin increased to 75.8% for the year ended December 31, 2024, compared to 73.6% for the same period in 2023, due to higher software revenue mix.

For the year ended December 31, 2024, we have seen an increase in stock-based compensation expense within our cost of goods sold as a result of RSUs granted in January 2024 that generally vest in five annual installments from March 2024 through March 2028. These RSUs were granted to employees whose compensation was under a specified threshold, including production-line employees. As previously disclosed in Note 15 to our consolidated financial statements included within our Annual Report on Form 10-K for the year ended December 31, 2023, Patrick W. Smith, our Chief Executive Officer, agreed to compensation in a lesser amount than the Compensation Committee of our Board of Directors was otherwise willing to provide so that we could instead provide enhanced compensation opportunities to certain of our other employees.

***Selling, General and Administrative Expenses***

SG&A expenses (dollars in thousands):

| | Year Ended December 31, | | Dollar Change | Percent Change |
|---|---|---|---|---|
| | 2024 | 2023 | | |
| Salaries, benefits and bonus | $ 251,139 | $ 215,100 | $ 36,039 | 16.8 % |
| Sales and marketing | 108,954 | 91,868 | 17,086 | 18.6 |
| Stock-based compensation | 190,561 | 58,533 | 132,028 | 225.6 |
| Other | 190,593 | 129,383 | 61,210 | 47.3 |
| Total selling, general and administrative expenses | $ 741,247 | $ 494,884 | $ 246,363 | 49.8 % |
| SG&A expenses as a percentage of net sales | 35.6 % | 31.7 % | | |

Salaries, benefits and bonus expense increased $36.0 million in comparison to the prior year, which was primarily attributable to an increase in headcount and higher wages.

Sales and marketing expense increased $17.1 million in comparison to the prior year, which was primarily attributable to increased commissions of $12.4 million and an increase of $4.7 million related to in-person events.

Stock-based compensation expense increased $132.0 million in comparison to the prior year, which was primarily related to the 2024 Employee XSP and the 2024 CEO Performance Award that were approved by shareholders in the 2024 Annual Meeting of Shareholders and increased headcount.

Other SG&A expenses increased $61.2 million in comparison to the prior year, primarily driven by the following:

- Professional and consulting expenses increased $21.5 million, primarily driven by transaction costs related to business acquisitions and strategic investments for Fusus and Dedrone;
- Travel expenses increased $9.5 million, as a result of increased in-person meetings and lodging costs;
- Office and building expenses increased $7.1 million relating to building rent and property taxes;
- Supplies expenses increased $6.7 million primarily due to an increase in computer licenses.

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***Research and Development Expenses***

R&D expenses (dollars in thousands):

| | Year Ended December 31, | | Dollar Change | Percent Change |
|---|---|---|---|---|
| | 2024 | 2023 | | |
| Salaries, benefits and bonus | $ 233,247 | $ 178,658 | $ 54,589 | 30.6 % |
| Stock-based compensation | 131,954 | 66,230 | 65,724 | 99.2 |
| Other | 76,392 | 58,831 | 17,561 | 29.8 |
| Total research and development expenses | $ 441,593 | $ 303,719 | $ 137,874 | 45.4 % |
| R&D expenses as a percentage of net sales | 21.2 % | 19.5 % | | |

Salaries, benefits, and bonus expense increased $54.6 million in comparison to the prior-year comparable period, which was primarily attributable to an increase in headcount and higher wages.

Stock-based compensation expense increased $65.7 million which was primarily related to the 2024 Employee XSP that was approved by shareholders in the 2024 Annual Meeting of Shareholders and increased headcount.

Other R&D expenses increased $17.6 million, primarily related to increased professional and consulting expenses related to the launch of new products of $6.6 million, and increased internal cloud storage and service costs related to software product development of $3.9 million.

***Interest Income, Net***

Interest income, net, was as follows (in thousands):

| | Year Ended December 31, | |
|---|---|---|
| | 2024 | 2023 |
| Interest income | $ 43,693 | $ 49,107 |
| Interest expense | (7,098) | (6,995) |
| Total interest income, net | $ 36,595 | $ 42,112 |

The decrease in interest income for the year ended December 31, 2024 is primarily related to lower balances of available-for-sale securities during the year. There were no material changes in interest expense for the year ended December 31, 2024 when compared against the prior comparable period.

***Other Income (Loss), Net***

Other income (loss), net, was as follows (in thousands):

| | Year Ended December 31, | |
|---|---|---|
| | 2024 | 2023 |
| Realized and unrealized gain (loss) on fair value adjustments of strategic investments, net | $ 162,887 | $ (80,485) |
| Unrealized gain on marketable securities, net | 120,330 | 38,700 |
| Gain (loss) on foreign currency transactions, net | 3,463 | (504) |
| Other, net | (311) | 388 |
| Other income (loss), net | $ 286,369 | $ (41,901) |

In 2024, we recorded a realized gain of $93.9 million related to acquiring the remaining outstanding equity interests of two previously held strategic investments and an unrealized gain of $75.6 million related to an observable price change for an existing strategic investment and related warrants. The increase in unrealized gain on marketable securities for the year ended December 31, 2024 is driven by fair value changes for our existing marketable securities.

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In 2023, we recorded a net unrealized impairment loss of $71.9 million for an existing strategic investment and related warrants and an unrealized loss of $8.6 million related to observable price changes for our existing investments and related warrants.

***Provision for Income Taxes***

The effective tax rate was 1.2% for the year ended December 31, 2024, compared to (11.9)% for the year ended December 31, 2023. The increase in the effective tax rate is primarily driven by higher pre-tax income, which reduced the relative impact of favorable tax adjustments. The increase in current year rate is primarily driven by a lesser percentage of allowable stock based compensation adjustment in comparison to pre-tax book income. Additionally, the R&D credit was a lesser percentage of pretax income which was offset by the reversal of nontaxable gain on investments.

Provision for income taxes were as follows (dollars in thousands):

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | Change |
| Pre-tax income | $ 381,504 | $ 157,061 | $ 224,443 |
| Provision for (benefit from) income taxes | 4,470 | (18,722) | 23,192 |
| Effective tax rate | 1.2 % | (11.9)% | 13.1 % |

***Net Income***

We recorded net income of $377.0 million for the year ended December 31, 2024 compared to a net income of $175.8 million in 2023. Net income per basic share was $4.98 and diluted net income per share was $4.80 for 2024, compared to net income per basic share of $2.37 and diluted net income per share of $2.33 for 2023.

**Non-GAAP Measures**

We utilize certain non-GAAP financial measures such as EBITDA, adjusted EBITDA, and adjusted gross margin as defined below to enhance understanding of our financial results and related measures. Beginning with our first fiscal quarter of 2024, we have added adjusted gross margin to our non-GAAP financial measures. We have adjusted for expenses that we believe are not indicative of our core operating results. To improve comparability, prior periods have been conformed to the current period presentation. We use these non-GAAP financial measures in evaluating our operating performance in comparison to prior periods. We believe that both management and investors benefit from referring to these non-GAAP financial measures in assessing our performance, and when planning and forecasting our future periods. A reconciliation of GAAP to the non-GAAP financial measures is presented below.

- EBITDA (most comparable GAAP measure: Net income) – Earnings before interest expense, investment interest income, income taxes, depreciation and amortization.

- Adjusted EBITDA (most comparable GAAP measure: Net income) – Earnings before interest expense; investment interest income; income taxes; depreciation; amortization; noncash stock-based compensation expense; fair value adjustments related to strategic investments and marketable securities; transaction and integration costs related to strategic investments and acquisitions including adjustments related to the foreign currency impact of acquired intercompany balances that were unsettled as of the reporting date and plan to be settled in the near term; inventory step-up amortization related to acquisitions; certain litigation costs and recoveries related to (1) antitrust cases we consider to be non-recurring and outside of our core operating results and (2) litigation matters for acquired companies that were unresolved at the date of the acquisition; and other unusual, non-recurring pre-tax items that are not considered representative of our underlying operating performance (listed in the tables below).
- Adjusted gross margin (most comparable GAAP measure: Gross margin) – Gross margin before noncash stock-based compensation expense, amortization of acquired intangible assets, and inventory step-up amortization related to acquisitions.

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Although these non-GAAP financial measures are not consistent with GAAP, we believe investors will benefit by referring to these non-GAAP financial measures when assessing our operating results, as well as when forecasting and analyzing future periods. However, management recognizes that:

- these non-GAAP financial measures are limited in their usefulness and should be considered only as a supplement to our GAAP financial measures;
- these non-GAAP financial measures should not be considered in isolation from, or as a substitute for, our GAAP financial measures;
- these non-GAAP financial measures should not be considered to be superior to our GAAP financial measures; and
- these non-GAAP financial measures were not prepared in accordance with GAAP and investors should not assume that the non-GAAP financial measures presented in this Annual Report on Form 10-K were prepared under a comprehensive set of rules or principles.

EBITDA and Adjusted EBITDA reconcile to net income as follows (in thousands):

| | Year Ended December 31, | |
|---|---|---|
| | 2024 | 2023 |
| Net income | $ 377,034 | $ 175,783 |
| Depreciation and amortization | 56,815 | 32,638 |
| Interest expense | 7,098 | 6,995 |
| Investment interest income | (43,693) | (49,107) |
| Provision for (benefit from) income taxes | 4,470 | (18,722) |
| EBITDA | $ 401,724 | $ 147,587 |
| Non-GAAP adjustments: | | |
| Stock-based compensation expense | 382,604 | 131,358 |
| Unrealized (gain) loss on strategic investments and marketable securities, net | (192,067) | 41,785 |
| Realized gain on previously held minority interest, net | (91,150) | — |
| Transaction and integration costs related to strategic investments and acquisitions | 15,249 | 4,501 |
| Loss on disposal, abandonment, and impairment of property, equipment and intangible assets, net | — | 317 |
| Loss recoveries | — | (3,404) |
| Inventory step-up amortization | 609 | — |
| Litigation costs and related recoveries | 1,761 | 241 |
| Payroll taxes related to 2019 XSPP vesting and 2018 CEO Performance Award option exercises | 2,645 | 9,011 |
| Adjusted EBITDA | $ 521,375 | $ 331,396 |

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Adjusted gross margin reconciles to gross margin as follows (in thousands):

| | For the year ended December 31, 2024 | | | For the year ended December 31, 2023 | | |
|---|---|---|---|---|---|---|
| | TASER | Software and Sensors | Total | TASER | Software and Sensors | Total |
| Gross margin | 480,031 | 761,349 | 1,241,380 | 371,533 | 583,920 | 955,453 |
| Stock-based compensation expense | 34,906 | 25,183 | 60,089 | 2,234 | 4,361 | 6,595 |
| Amortization of acquired intangible assets | 31 | 13,338 | 13,369 | 1 | 3,143 | 3,144 |
| Inventory step-up amortization | — | 609 | 609 | — | — | — |
| Adjusted gross margin | $ 514,968 | $ 800,479 | $ 1,315,447 | $ 373,768 | $ 591,424 | $ 965,192 |
| Gross margin | 58.6 % | 60.2 % | 59.6 % | 60.6 % | 61.6 % | 61.2 % |
| Adjusted gross margin | 62.9 % | 63.3 % | 63.2 % | 60.9 % | 62.4 % | 61.8 % |

## Liquidity and Capital Resources

***Summary***

| | December 31, 2024 | December 31, 2023 | Dollar Change |
|---|---|---|---|
| Cash and cash equivalents | $ 454,844 | $ 598,545 | $ (143,701) |
| Available-for-sale investments | 333,235 | 644,054 | (310,819) |
| Total | $ 788,079 | $ 1,242,599 | $ (454,520) |

Our most significant source of liquidity continues to be funds generated by operating activities and available cash and cash equivalents and short-term investments. As of December 31, 2024, we had $454.8 million of cash and cash equivalents, a decrease of $143.7 million from December 31, 2023. Refer below for further discussions related to the change in cash and cash equivalents. As of December 31, 2024, we had $333.2 million of available-for-sale investments, a decrease of $310.8 million from December 31, 2023 primarily as a result of the natural maturity of short term investments reinvested into cash and cash equivalents until utilized for our acquisition activity in the period.

In addition, our revolving credit facility (the "Credit Agreement') is available for additional working capital needs or investment opportunities. The Credit Agreement provides for a senior unsecured multi-currency revolving credit facility in an aggregate principal amount of up to $200.0 million, $30.0 million of which is available for the issuance of letters of credit. As of December 31, 2024, and 2023, respectively, no amounts were drawn under the Credit Agreement. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit. As of December 31, 2024, we had letters of credit outstanding of approximately $7.8 million under the facility and available borrowing of $192.2 million. Refer to Note 12 in Part II, Item 8 of this Annual Report on Form 10-K for additional details related to our Credit Agreement and outstanding letters of credit.

We believe we have access to additional financing. However, there is no assurance that such funding will be available on terms acceptable to us, or at all. We believe that our sources of funding will be sufficient to satisfy our currently anticipated cash requirements, including capital expenditures, working capital requirements, potential acquisitions or investments, income and payroll tax payments for net-settled stock awards, and other liquidity requirements through at least the next 12 months. We and our Board of Directors may consider repurchases of our common stock. Further repurchases of our common stock would take place on the open market, would be financed with available cash and are subject to authorization as well as market and business conditions.

Going forward, we expect to continue to be an opportunistic issuer of debt securities and may issue new debt securities from time to time to fund our growth or refinance future debt maturities, among other things. In addition, from time to time, we may acquire our debt securities (including our 2027 Notes) through open market purchases, redemptions, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may from time to time determine, for cash or other consideration.

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***Cash Flows***

The following table summarizes our cash flows from operating, investing and financing activities (in thousands):

| | Year Ended December 31, | | Dollar Change |
|---|---|---|---|
| | 2024 | 2023 | |
| Operating activities | $ 408,312 | $ 189,263 | $ 219,049 |
| Investing activities | (490,573) | 12,476 | (503,049) |
| Financing activities | (45,437) | 41,314 | (86,751) |
| Effect of exchange rate changes on cash and cash equivalents | (6,209) | 2,065 | (8,274) |
| Net increase (decrease) in cash and cash equivalents and restricted cash | $ (133,907) | $ 245,118 | $ (379,025) |

*Operating activities*

| | Year Ended December 31, | | Dollar Change |
|---|---|---|---|
| | 2024 | 2023 | |
| Net income | $ 377,034 | $ 175,783 | $ 201,251 |
| Stock-based compensation | 382,604 | 131,358 | 251,246 |
| Fair value adjustments on strategic investments and marketable securities, net | (283,217) | 41,785 | (325,002) |
| Deferred income taxes | (85,096) | (72,497) | (12,599) |
| Inventory and accounts payable | 55,126 | (12,297) | 67,423 |
| Receivables and contract assets | (245,842) | (178,989) | (66,853) |
| Deferred revenue | 155,641 | 146,819 | 8,822 |
| Other, net | 52,062 | (42,699) | 94,761 |
| Net cash provided by (used in) operating activities | $ 408,312 | $ 189,263 | $ 219,049 |

Net cash provided by operating activities in 2024 of $408.3 million consisted of $377.0 million in net income, a net add-back of non-cash income statement items totaling $104.0 million and a $72.7 million net change in operating assets and liabilities. Included in the non-cash items were $382.6 million in stock-based compensation expense, $283.2 million in fair value adjustments for the realized and unrealized gains (losses) on our strategic investments and marketable securities, $48.4 million in depreciation and amortization expense and $85.1 million in deferred income taxes. The change in fair value adjustments on strategic investments and marketable securities was primarily driven by the realized gains on the acquisition of two previously held strategic investments, an observable price change for an existing strategic investment and related warrants, and fair value gains for our marketable securities. The change in receivables and contract assets was largely attributable to increased sales in 2024, particularly for sales made under subscription plans. This was partly offset by the change in deferred revenue due to the timing of billing events. The change in inventory and accounts payable was largely due to advanced raw material purchases for Axon Body 4 and TASER 10 CEDs to support future sales. The change in deferred income taxes was primarily driven by R&D capitalization and additional GAAP expense for unvested stock-based compensation, partially offset by non-taxable unrealized net investment gains.

*Investing activities*

Net cash used in investing activities was $490.6 million for the year ended December 31, 2024 compared to cash provided by investing activities of $12.5 million for the comparable period in the prior year. The net investing cash outflow is driven by $621.8 million related to acquiring two previously held strategic investments, $113.4 million for strategic investments, and $78.8 million for purchases of property and equipment, net of proceeds, partially offset by $1.0 billion of proceeds from calls, maturities and sales of available-for-sale investments, less purchases of $680.0 million. This net cash outflow is primarily driven by greater acquisition and strategic investment activities in the current period, when contrasted with the prior comparable period.

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*Financing activities*

Net cash used in financing activities was $45.4 million for the year ended December 31, 2024, compared to cash provided by financing activities of $41.3 million for the comparable period in the prior year. The net financing cash outflow in the current period is driven by the payment of income and payroll taxes on behalf of employees who net-settled stock awards during the period, whereas the net financing cash inflow in the prior comparable period was primarily driven by net proceeds from our ATM offering and cash received from the exercise of stock options where shares were sold to cover the exercise price, partially offset by the payment of income and payroll taxes on behalf of employees who net-settled stock awards during the period.

**Contractual Obligations**

The following table outlines our future contractual financial obligations by period in which payment is expected, as of December 31, 2024 (in thousands):

| | Total | Short Term | Long Term |
|---|---|---|---|
| Operating lease obligations | $ 69,466 | $ 13,791 | $ 55,675 |
| Purchase obligations | 909,675 | 504,270 | 405,405 |
| Principal and interest payable on our convertible senior notes | 699,996 | 3,383 | 696,613 |
| Total contractual obligations | $ 1,679,137 | $ 521,444 | $ 1,157,693 |

Operating lease obligations include operating leases for office space, manufacturing and logistical functions, discussed further within Note 18 in Part II, Item 8 of this Annual Report on Form 10-K. We regularly evaluate our real estate needs to identify opportunities to reduce long-term cash requirements where practicable.

Purchase obligations include both open purchase orders and other purchase commitments, discussed further within Note 13 in Part II, Item 8 of this Annual Report on Form 10-K. The open purchase orders represent both cancellable and non-cancellable purchase orders with key vendors, which are included in this table due to our strategic relationships with these vendors.

In December 2022, we issued $690.0 million aggregate principal amount of our 2027 Notes (the "Notes") in a private offering, which aggregate principal amount included the exercise in full of the initial purchasers' option to purchase up to an additional $90.0 million principal amount of the Notes. The Notes mature on December 15, 2027 and bear interest at a fixed rate of 0.50% per annum, payable semiannually in arrears on June 15 and December 15 of each year, beginning on June 15, 2023. On or after December 22, 2025, we may redeem for cash all or any portion of the notes in accordance with the optional redemption terms of the convertible debt agreement. For additional details, refer to Note 12 in Part II, Item 8 of this Annual Report on Form 10-K.

Obligations related to our uncertain tax positions have been excluded from the table above because of the uncertainty surrounding the timing and final amounts of any settlement. For additional details, refer to Note 14 in Part II, Item 8 of this Annual Report on Form 10-K.

**Critical Accounting Estimates**

We have identified the following accounting estimates as critical to our business operations and the understanding of our results of operations. The preparation of this Annual Report on Form 10-K requires us to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of our consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. While we do not believe that a significant change in these estimates is reasonably likely, there can be no assurance that our actual results will not differ from these estimates.

***Inventory***

Inventories are stated at lower of cost and net realizable value, using a standard cost method which approximates the first-in, first-out method. Additional provisions are made to reduce excess, obsolete or slow-moving inventories to their net realizable value. These provisions are based on our best estimate after considering historical demand, projected future

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demand, inventory purchase commitments, industry and market trends, and a variety of other factors. Changes in these underlying assumptions can materially affect our provisions and the resulting net realizable value of our inventories. For additional discussion, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

***Revenue Recognition***

We derive revenue from two primary sources: (1) the sale of physical products, including CEDs, Axon cameras, Axon Signal-enabled devices, corresponding hardware extended warranties, and related accessories such as Axon docks, cartridges and batteries, among others, and (2) subscriptions to our Axon Evidence digital evidence management SaaS offering (including data storage fees and other ancillary services), which includes varying levels of support. To a lesser extent, we also recognize revenue from training, professional services and other software and SaaS services. We apply the five-step model outlined in ASC 606, as discussed further in Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account in ASC 606. For contracts with multiple performance obligations, we allocate the contract transaction price to each performance obligation using our estimate of the standalone selling price ("SSP") of each distinct good or service in the contract. Revenues are recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. Revenue is recognized net of allowances for returns. For additional discussion, refer to Note 2 in Part II, Item 8 of this Annual Report on Form 10-K.

We determine the term of our arrangements based on identifying the contract with the customer. In certain of our arrangements, the customer may have termination rights. In these instances, we determine if there is a substantive penalty. For contracts with a substantive penalty, the accounting term will be the legal contract term, inclusive of the periods for which the customer termination rights exist. In these contracts with no substantive penalty, we also consider if the option for our customer to purchase additional goods or services represents an additional performance obligation in the form of a material right.

The timing of revenue recognition may differ from the timing of invoicing to customers. We generally have an unconditional right to consideration when we invoice our customers and record a receivable. We record a contract asset when revenue is recognized prior to invoicing, or a contract liability (deferred revenue) when revenue will be recognized subsequent to invoicing. For additional discussion, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

***Valuation of Goodwill, Intangible and Long-lived Assets***

We evaluate whether events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets and identifiable intangible assets, excluding goodwill and intangible assets with indefinite useful lives, may warrant revision or that the remaining balance of these assets may not be recoverable. Such circumstances could include a change in the product mix, a change in the way products are created, produced or delivered, or a significant change in the way products are branded and marketed. In performing the review for recoverability, we estimate the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. The amount of the impairment loss, if impairment exists, is calculated based on the excess of the carrying amounts of the assets over their estimated fair values computed using discounted cash flows. As such, the key inputs into this analysis are inherently subject to uncertainty and require significant judgments to be made.

Finite-lived intangible assets and other long-lived assets are amortized over their estimated useful lives. We do not amortize goodwill and intangible assets with indefinite useful lives; rather such assets are tested for impairment at least annually or sooner whenever events or changes in circumstances indicate that the assets may be impaired. In performing our annual impairment assessments for goodwill and indefinite-lived intangible assets, we consider a variety of factors including (1) events impacting the carrying value or composition of a reporting unit or asset group, respectively, (2) changes in the macroeconomic environment, (3) adverse changes in our financial performance, (4) industry and market conditions, among others. Any significant changes in these underlying assumptions may significantly affect our impairment conclusions and net book value of corresponding assets in our consolidated financial statements. Based on our annual impairment assessments in the fourth quarter of 2024, no goodwill or indefinite-lived intangible asset impairment was indicated. For additional details, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

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***Income Taxes***

We recognize federal, state and foreign current tax liabilities or assets based on our estimate of taxes payable or refundable in the current fiscal year by tax jurisdiction. We also recognize federal, state and foreign deferred tax assets or liabilities, as appropriate, for our estimate of future tax effects attributable to temporary differences and carry forwards.

Our calculation of current and deferred tax assets and liabilities is based on certain estimates and judgments and involves dealing with uncertainties in the application of complex tax laws. Our estimates of current and deferred tax assets and liabilities may change based, in part, on added certainty or finality to an anticipated outcome, changes in accounting or tax laws domestically and internationally, or changes in other facts or circumstances.

Deferred tax assets are required to be reduced by a valuation allowance if it is more likely than not that some portion or all of the net deferred tax assets will not be realized. In evaluating our ability to recover our deferred income tax assets, we consider all available positive and negative evidence, including our operating results, the future reversals of deferred tax liabilities, forecast of future taxable income and available tax planning strategies that could be implemented to realize the net deferred tax assets. Failure to achieve forecasted taxable income can affect the realization of net deferred tax assets. We exercise significant judgment in determining our provision for income taxes, our deferred income tax assets and liabilities, and our future taxable income for purposes of assessing our ability to utilize any future tax benefit from our deferred income tax assets.

We operate in multiple tax jurisdictions and are subject to audit in these jurisdictions, generally years after our returns are filed. These returns could be subject to material adjustments or differing interpretations of the tax laws. We record uncertain tax positions when it has been determined that it is more-likely-than-not that a tax position will not be sustained upon examination by taxing authorities based on the technical merits of the position. We use the criteria established in the accounting guidance to determine whether an item meets the definition of more-likely-than-not. The Company's policy is to recognize these uncertain tax positions when the more-likely than-not threshold is met, when the statute of limitations has expired or upon settlement. Changes in assessments may result in income tax benefit or additional expense in our consolidated financial statements. For additional details, refer to Note 14 in Part II, Item 8 of this Annual Report on Form 10-K.

***Stock-Based Compensation***

We have historically utilized stock-based compensation for key employees and non-employee directors as a means of attracting and retaining talented personnel. We recognize compensation expense for our stock-based compensation program, which includes grants of service-based restricted stock units ("RSUs"), performance-based restricted stock units ("PSUs"), and performance-based stock options ("stock options").

Vesting of performance stock units is contingent upon the achievement of certain performance criteria including, successful and timely development and market acceptance of future product introductions and ongoing market performance, among others. Compensation expense for performance awards is recognized based on our best estimate of the probability of the performance criteria being satisfied using the most currently available projections, adjusted at each balance sheet date.

Our performance-based restricted stock units include eXponential stock units ("XSUs") granted under the Axon Enterprise, Inc. 2024 Employee eXponential Stock Plan (the "2024 Employee XSP") and the 2024 CEO Performance Award discussed further in Note 1 in Part II, Item 8 of this Annual Report. Stock-based compensation expense associated with the 2024 XSU awards is recognized over the requisite service period, which is considered the longest explicit, implicit or derived service period for each respective tranche. We utilized Monte Carlo simulations to evaluate a range of possible future stock price goals over the term of the awards at each of the respective grant dates, the median of which was used as the basis for the derived service period for each tranche. Furthermore, we measured the grant date fair value of each tranche utilizing a Monte Carlo simulation which considered various assumptions, including expected volatility and an illiquidity discount. This simulation is based on a subjective assessment of our forward-looking financial projections, taking into consideration statistical analysis. There is significant judgment required to determine the requisite service period, grant date fair value, and probability of the performance criteria being satisfied. Changes in the subjective and probability-based assumptions can materially affect the estimates of the fair value of the awards and timing of recognition of stock-based compensation and consequently, the related amount recognized in our consolidated statements of operations and comprehensive income. For additional details, refer to Note 1 and Note 16 in Part II, Item 8 of this Annual Report on Form 10-K.

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***Contingencies and Accrued Litigation Expense***

We are subject to the possibility of various loss contingencies arising in the ordinary course of business, including product-related and other litigation. We consider the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as our ability to reasonably estimate the amount of loss in determining loss contingencies. An estimated loss contingency is accrued when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. We regularly evaluate current information available to us to determine whether such accruals should be adjusted and whether new accruals are required. We do not believe any currently identified claims or litigation will materially affect our financial condition, results of operations or cash flows. However, litigation is subject to inherent uncertainties. If an unfavorable ruling were to occur, it may cause a material adverse impact on the financial condition, results of operations or cash flows for the period in which the ruling occurs, or future periods. For additional details, refer to Note 13 in Part II, Item 8 of this Annual Report on Form 10-K.

***Strategic Investments***

We have strategic investments which include equity and debt investments in a number of non-public technology driven companies. The strategic investments are generally accounted for under the ASC 321 measurement alternative for equity securities without readily determinable fair values, as there are no quoted market prices for the equity investments. Accordingly, the equity investments will be carried at cost less impairment. These investments will be subsequently remeasured to fair value upon observable price changes in an orderly transaction for the identical or similar investments. Additionally, if a qualitative assessment identifies impairment indicators, then the equity investments must be evaluated for impairment and written down to fair value in the event carrying value exceeds fair value. The debt strategic investment and the associated embedded derivatives are accounted for utilizing the fair value option and remeasured through earnings on a periodic basis. For additional details relating to our valuation techniques, refer to Note 1 and Note 8 in Part II, Item 8 of this Annual Report on Form 10-K.

***Business Combinations***

When we acquire a business, we allocate the purchase consideration to the liabilities assumed, intangible assets and other assets acquired based on their estimated respective fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Additionally, in step acquisitions in which we acquire incremental equity interests that provide us control of a business, the previously held equity interest is remeasured to fair value at the date the controlling interest is acquired.

Critical estimates used in valuing certain acquired intangible assets include, but are not limited to, significant assumptions with respect to time and resources required to recreate the assets acquired, actual and forecasted cash flows, long-term growth rates, market royalty rates, and discount rates associated, amongst other factors. The values and estimated useful lives assigned to intangible assets acquired in business combinations impact the amount and timing of future amortization expense. Remeasurement of previously held equity interests to fair value is also dependent on these estimates. Our estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may vary. For additional details, refer to Note 21 in Part II, Item 8 of this Annual Report on Form 10-K.

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## Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

### Interest Rate Risk

We typically invest in a limited number of financial instruments, consisting principally of investments in money market accounts, certificates of deposit, and corporate and municipal bonds with a typical long-term debt rating of "A" or better by any nationally recognized statistical rating organization, denominated in U.S. dollars. All of our cash equivalents and investments are treated as "available-for-sale". To quantify our interest rate risk exposure, we perform a sensitivity analysis based on hypothetical changes in interest rates. Based on investment positions as of December 31, 2024, a hypothetical 100 basis point increase in interest rates across all maturities would result in a $0.7 million decline in the fair market value of the portfolio. Such losses would only be realized if we sold the investments prior to maturity. For additional details, refer to Note 1 in Part II, Item 8 of this Annual Report on Form 10-K.

Additionally, we have access to a $200.0 million line of credit borrowing facility which bears interest at SOFR plus 1.25 to 1.75% per year determined in accordance with a pricing grid based on our net leverage ratio and consolidated interest coverage ratio. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit, which totaled $7.8 million at December 31, 2024. At December 31, 2024, there was no amount outstanding under the line of credit, and the available borrowing under the line of credit was $192.2 million. We have not borrowed any funds under the line of credit since its inception; however, should we need to do so in the future, such borrowings could be subject to adverse or favorable changes in the underlying interest rate.

There have been no other material changes in our primary risk exposures or management of risks since the prior year.

### Exchange Rate Risk

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, in each case compared to the U.S. dollar, related to transactions by our foreign subsidiaries. The majority of our sales to international customers are transacted in foreign currencies and therefore are subject to exchange rate fluctuations on these transactions. The cost of our products to our customers increases when the U.S. dollar strengthens against their local currency, and we may have more sales and expenses denominated in foreign currencies in future years which could increase our foreign exchange rate risk. Additionally, intercompany sales to our non-U.S. dollar functional currency international subsidiaries are transacted in U.S. dollars which could increase our foreign exchange rate risk caused by foreign currency transaction gains and losses.

To date, we have not engaged in any currency hedging activities. However, we may enter into foreign currency forward and option contracts with financial institutions to protect against foreign exchange risks associated with certain existing assets and liabilities, certain firmly committed transactions, forecasted future cash flows and net investments in foreign subsidiaries. However, we may choose not to hedge certain foreign exchange exposures for a variety of reasons, including, but not limited to, the prohibitive economic cost of hedging particular exposures. As such, fluctuations in currency exchange rates could harm our business in the future.

There have been no other material changes in our primary risk exposures or management of risks since the prior year.

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## Item 8. *Financial Statements and Supplementary Data*


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## AXON ENTERPRISE, INC.
## CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| **ASSETS** | | |
| **Current assets:** | | |
| Cash and cash equivalents | $ 454,844 | $ 598,545 |
| Marketable securities | 198,270 | 77,940 |
| Short-term investments | 333,235 | 644,054 |
| Accounts and notes receivable, net of allowance of $3,322 and $2,392 as of December 31, 2024 and December 31, 2023, respectively | 547,572 | 412,961 |
| Contract assets, net | 367,929 | 287,232 |
| Inventory | 265,316 | 269,855 |
| Prepaid expenses and other current assets | 130,315 | 103,055 |
| Total current assets | 2,297,481 | 2,393,642 |
| Property and equipment, net | 247,324 | 200,533 |
| Deferred tax assets, net | 304,282 | 227,784 |
| Intangible assets, net | 175,157 | 19,539 |
| Goodwill | 756,838 | 57,945 |
| Long-term notes receivable, net | 3,460 | 2,588 |
| Long-term contract assets, net | 119,876 | 84,382 |
| Strategic investments | 332,550 | 231,730 |
| Other long-term assets | 237,620 | 191,031 |
| **Total assets** | $ 4,474,588 | $ 3,409,174 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| **Current liabilities:** | | |
| Accounts payable | $ 71,955 | $ 65,852 |
| Accrued liabilities | 279,193 | 193,550 |
| Current portion of deferred revenue | 612,955 | 470,415 |
| Customer deposits | 20,626 | 21,935 |
| Other current liabilities | 12,857 | 9,787 |
| Total current liabilities | 997,586 | 761,539 |
| Deferred revenue, net of current portion | 360,685 | 270,901 |
| Liability for unrecognized tax benefits | 25,007 | 18,049 |
| Long-term deferred compensation | 15,877 | 11,342 |
| Long-term lease liabilities | 41,383 | 33,550 |
| Convertible notes, net | 680,289 | 677,113 |
| Other long-term liabilities | 26,096 | 20,915 |
| **Total liabilities** | 2,146,923 | 1,793,409 |
| **Commitments and contingencies (Note 13)** | | |
| **Stockholders' equity:** | | |
| Preferred stock, $0.00001 par value; 25,000,000 shares authorized; no shares issued and outstanding as of December 31, 2024 and December 31, 2023, respectively | — | — |
| Common stock, $0.00001 par value; 200,000,000 shares authorized, 96,839,558 shares issued and 76,619,331 shares outstanding as of December 31, 2024, and 200,000,000 shares authorized, 95,521,651 shares issued and 75,301,424 shares outstanding as of December 31, 2023 | 1 | 1 |
| Additional paid-in capital | 1,689,781 | 1,347,410 |
| Treasury stock at cost, 20,220,227 shares as of December 31, 2024 and December 31, 2023 | (155,947) | (155,947) |
| Retained earnings | 812,014 | 434,980 |
| Accumulated other comprehensive loss | (18,184) | (10,679) |
| **Total stockholders' equity** | 2,327,665 | 1,615,765 |
| **Total liabilities and stockholders' equity** | $ 4,474,588 | $ 3,409,174 |

The accompanying notes are an integral part of these consolidated financial statements.

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**AXON ENTERPRISE, INC.**
**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)**
(in thousands, except per share data)

| | For the Years Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Net sales from products | $ 1,221,292 | $ 964,002 | $ 797,177 |
| Net sales from services | 861,234 | 596,697 | 389,966 |
| Net sales | 2,082,526 | 1,560,699 | 1,187,143 |
| Cost of product sales | 618,136 | 447,708 | 360,909 |
| Cost of service sales | 223,010 | 157,538 | 100,121 |
| Cost of sales | 841,146 | 605,246 | 461,030 |
| Gross margin | 1,241,380 | 955,453 | 726,113 |
| Operating expenses: | | | |
| Selling, general and administrative | 741,247 | 494,884 | 399,330 |
| Research and development | 441,593 | 303,719 | 233,810 |
| Total operating expenses | 1,182,840 | 798,603 | 633,140 |
| Income from operations | 58,540 | 156,850 | 92,973 |
| Interest income, net | 36,595 | 42,112 | 4,294 |
| Other income (loss), net | 286,369 | (41,901) | 98,971 |
| Income before provision for income taxes | 381,504 | 157,061 | 196,238 |
| Provision for (benefit from) income taxes | 4,470 | (18,722) | 49,308 |
| Net income | $ 377,034 | $ 175,783 | $ 146,930 |
| Net income per common and common equivalent shares: | | | |
| Basic | $ 4.98 | $ 2.37 | $ 2.07 |
| Diluted | $ 4.80 | $ 2.33 | $ 2.03 |
| Weighted average number of common and common equivalent shares outstanding: | | | |
| Basic | 75,748 | 74,195 | 71,093 |
| Diluted | 78,558 | 75,456 | 72,534 |
| **CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME** | | | |
| Net income | $ 377,034 | $ 175,783 | $ 146,930 |
| Foreign currency translation adjustments | (7,874) | (4,352) | (4,818) |
| Unrealized gain (loss) on available-for-sale investments | 369 | 852 | (1,044) |
| Comprehensive income | $ 369,529 | $ 172,283 | $ 141,068 |

The accompanying notes are an integral part of these consolidated financial statements.

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**AXON ENTERPRISE, INC.**
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**
(in thousands, except share data)

| | Common Stock | | Additional Paid-in Capital | Treasury Stock | | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Total Stockholders' Equity |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | | Shares | Amount | | | |
| **Balance, December 31, 2021** | 70,896,856 | $ 1 | $ 1,095,229 | 20,220,227 | $ (155,947) | $ 112,267 | $ (1,317) | $ 1,050,233 |
| Issuance of common stock | — | — | (74) | — | — | — | — | (74) |
| Issuance of common stock under employee plans, net | 566,780 | — | (4,870) | — | — | — | — | (4,870) |
| Stock-based compensation | — | — | 106,176 | — | — | — | — | 106,176 |
| Issuance of common stock for business combination contingent consideration | 10,945 | — | — | — | — | — | — | — |
| Tax benefit related to convertible note hedge | — | — | 48,858 | — | — | — | — | 48,858 |
| Purchase of convertible note hedge | — | — | (194,994) | — | — | — | — | (194,994) |
| Issuance of warrants | — | — | 124,269 | — | — | — | — | 124,269 |
| Net income | — | — | — | — | — | 146,930 | — | 146,930 |
| Other comprehensive loss, net | — | — | — | — | — | — | (5,862) | (5,862) |
| **Balance, December 31, 2022** | 71,474,581 | $ 1 | $ 1,174,594 | 20,220,227 | $ (155,947) | $ 259,197 | $ (7,179) | $ 1,270,666 |
| Issuance of common stock | 467,594 | — | 94,705 | — | — | — | — | 94,705 |
| Issuance of common stock under employee plans, net | 1,441,279 | — | (107,894) | — | — | — | — | (107,894) |
| Stock options exercised | 1,907,026 | — | 54,503 | — | — | — | — | 54,503 |
| Stock-based compensation | — | — | 131,358 | — | — | — | — | 131,358 |
| Issuance of common stock for business combination contingent consideration and related tax effects | 10,944 | — | 144 | — | — | — | — | 144 |
| Net income | — | — | — | — | — | 175,783 | — | 175,783 |
| Other comprehensive loss, net | — | — | — | — | — | — | (3,500) | (3,500) |
| **Balance, December 31, 2023** | 75,301,424 | $ 1 | $ 1,347,410 | 20,220,227 | $ (155,947) | $ 434,980 | $ (10,679) | $ 1,615,765 |
| Issuance of common stock under employee plans, net | 804,780 | — | (58,178) | — | — | — | — | (58,178) |
| Stock options exercised | 510,000 | — | 14,576 | — | — | — | — | 14,576 |
| Stock-based compensation | — | — | 382,604 | — | — | — | — | 382,604 |
| Issuance of common stock for business combination contingent consideration and related tax effects | 3,127 | — | 498 | — | — | — | — | 498 |
| Issuance of replacement awards in connection with business combinations | — | — | 2,871 | — | — | — | — | 2,871 |
| Net income | — | — | — | — | — | 377,034 | — | 377,034 |
| Other comprehensive loss, net | — | — | — | — | — | — | (7,505) | (7,505) |
| **Balance, December 31, 2024** | 76,619,331 | $ 1 | $ 1,689,781 | 20,220,227 | $ (155,947) | $ 812,014 | $ (18,184) | $ 2,327,665 |

The accompanying notes are an integral part of these consolidated financial statements.

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# AXON ENTERPRISE, INC.
## CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

| | For the Years Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| **Cash flows from operating activities:** | | | |
| Net income | $ 377,034 | $ 175,783 | $ 146,930 |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: | | | |
| Stock-based compensation | 382,604 | 131,358 | 106,176 |
| (Gain) loss on strategic investments and marketable securities, net | (283,217) | 41,785 | (98,943) |
| Depreciation and amortization | 48,425 | 19,315 | 23,116 |
| Provision for bad debts and inventory | 20,073 | 5,484 | 701 |
| Deferred income taxes | (85,096) | (72,497) | 22,019 |
| Other noncash items | 21,177 | 12,853 | 16,031 |
| Change in assets and liabilities: | | | |
| Receivables and contract assets | (245,842) | (178,989) | (78,226) |
| Inventory | 607 | (77,626) | (95,011) |
| Deferred revenue | 155,641 | 146,819 | 155,566 |
| Accounts payable, accrued and other liabilities | 54,519 | 65,329 | 80,978 |
| Prepaid expenses and other assets | (37,613) | (80,351) | (43,976) |
| Net cash provided by operating activities | 408,312 | 189,263 | 235,361 |
| **Cash flows from investing activities:** | | | |
| Purchases of investments | (793,419) | (563,680) | (845,179) |
| Business combinations, net of cash acquired | (621,817) | (21,090) | (2,104) |
| Proceeds from call, maturity, and sale of investments | 1,003,394 | 657,418 | 72,138 |
| Purchases of property and equipment | (78,785) | (59,635) | (55,802) |
| Other, net | 54 | (537) | (20) |
| Net cash (used in) provided by investing activities | (490,573) | 12,476 | (830,967) |
| **Cash flows from financing activities:** | | | |
| Net proceeds from equity offering | — | 94,705 | (74) |
| Proceeds from options exercised | 14,576 | 54,503 | — |
| Income and payroll tax payments for net-settled stock awards | (58,178) | (107,894) | (4,870) |
| Net proceeds from issuance of convertible senior notes | — | — | 673,769 |
| Proceeds from issuance of warrants | — | — | 124,269 |
| Purchase of convertible note hedge | — | — | (194,994) |
| Other, net | (1,835) | — | — |
| Net cash (used in) provided by financing activities | (45,437) | 41,314 | 598,100 |
| **Effect of exchange rate changes on cash and cash equivalents** | (6,209) | 2,065 | (3,380) |
| Net increase (decrease) in cash and cash equivalents | (133,907) | 245,118 | (886) |
| Cash and cash equivalents and restricted cash, beginning of period | 600,670 | 355,552 | 356,438 |
| Cash and cash equivalents and restricted cash, end of period | $ 466,763 | $ 600,670 | $ 355,552 |
| **Supplemental disclosures:** | | | |
| Cash and cash equivalents | $ 454,844 | $ 598,545 | $ 353,684 |
| Restricted cash (Note 1) | 11,919 | 2,125 | 1,868 |
| Total cash, cash equivalents and restricted cash shown in the statements of cash flows | $ 466,763 | $ 600,670 | $ 355,552 |
| Cash paid for interest | $ 3,450 | $ 3,508 | $ — |
| Cash paid for income taxes, net of refunds | 67,845 | 64,492 | 10,508 |
| **Non-cash transactions** | | | |
| Property and equipment purchases in accounts payable and accrued liabilities | $ 5,157 | $ 238 | $ 1,056 |
| Non-cash equity issuances related to business combinations | 2,871 | — | — |

The accompanying notes are an integral part of these consolidated financial statements.

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**Note 1 - Organization and Summary of Significant Accounting Policies**

Axon Enterprise, Inc. ("Axon", the "Company", "we" or "us") is a market-leading provider of public safety technology solutions. Our mission is to protect life in service of promoting peace, justice and strong institutions.

The accompanying consolidated financial statements include the accounts of Axon Enterprise, Inc. and our subsidiaries. All intercompany accounts, transactions and profits have been eliminated.

***Basis of Presentation and Use of Estimates***

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of these consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions in these consolidated financial statements include:

- revenue recognition,
- stock-based compensation,
- business combinations,
- inventory valuation and related reserves,
- valuation of goodwill, intangible and long-lived assets,
- valuation of strategic investments,
- recognition, measurement and valuation of current and deferred income taxes, and
- recognition and measurement of contingencies and accrued litigation expense.

We believe that estimates used in the preparation of these consolidated financial statements are reasonable; however, actual results could differ materially from those estimates.

***Revision of Previously Issued Financial Statements***

In preparing the condensed consolidated financial statements as of September 30, 2024, we identified errors in our previously issued financial statements related to our historical conclusions of principal vs. agent accounting of certain reseller arrangements under ASC 606. The identified errors impacted our previously issued 2021 and 2022 annual financial statements, 2023 quarterly and annual financial statements, and 2024 quarterly financial statements through June 30, 2024. We have made adjustments to correct the prior period amounts presented in these financial statements accordingly. Furthermore, we have made adjustments to correct for other previously identified immaterial errors.

We assessed the materiality of the errors on prior period consolidated financial statements in accordance with SEC Staff Accounting Bulletin No. 99, "Materiality," codified in ASC 250, Accounting Changes and Error Corrections. Based on this assessment, we concluded that the error correction is not material to any previously issued interim or annual financial statements on either a quantitative or qualitative basis. A summary of the revisions to the previously reported financial information is included in Note 23 and Note 24.

***Out of Period Adjustment***

During the 2024 year-end close process, we identified immaterial errors in our previously issued financial statements related to accounting for certain contract terms and conditions in accordance with ASC 606. We assessed the materiality of the errors in combination with the errors described above on prior period consolidated financial statements in accordance with SEC Staff Accounting Bulletin No. 99, "Materiality," codified in ASC Topic 250, Accounting Changes and Error Corrections and concluded that the errors are not material, individually and in the aggregate, to any previously issued financial statements and that the correction of this misstatement in 2024 was also not material to the current fiscal year on either a quantitative or qualitative basis. We corrected these

errors as an out of period adjustment during the year ended December 31, 2024 with a decrease to revenue of $3.3 million and a decrease to net income of $2.3 million. These errors originated in prior years and were immaterial to each respective prior period.

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***Concentration of Credit Risk***

Financial instruments that potentially subject us to concentrations of credit risk consist of accounts and notes receivable, contract assets and cash. Historically, we have experienced an immaterial level of write-offs related to uncollectible accounts.

We hold the majority of our cash and cash equivalents accounts at two depository institutions. As of December 31, 2024, the aggregate balances in such accounts were $376.8 million. Our balances with these two institutions regularly exceed Federal Deposit Insurance Corporation insured limits for domestic deposits and various deposit insurance programs in countries such as Australia, Belgium, Canada, Finland, France, Germany, Greece, India, Italy, the Netherlands, Spain, the United Kingdom and Vietnam. To manage the related credit exposure, management continually monitors the creditworthiness of the financial institutions where we have deposits.

***Major Customers and Suppliers***

No customer represented more than 10% of total net sales for the years ended December 31, 2024, 2023 or 2022. At December 31, 2024 and 2023, no customer represented more than 10% of the aggregate balance of accounts and notes receivable and contract assets. For additional details, refer to Note 2.

We currently purchase both off-the-shelf and custom components, including finished circuit boards, injection-molded plastic components, small machined parts, custom cartridge components, electronic components and sub-assemblies from suppliers located in the United States, Taiwan, Mexico, China, Vietnam, Thailand and the Republic of Korea. We may source from other countries as well. Although we currently obtain components from single source suppliers, we own substantially all injection-molded component tooling, designs and test fixtures used in production for all custom components. As a result, we believe we could obtain alternative suppliers in most cases. We acquire most of our components on a purchase order basis and do not currently have significant long-term purchase contracts with most component suppliers.

***Segment Information***

Our operations comprise two reportable segments: the development, manufacture and sale of fully integrated hardware and cloud-based software solutions that enable law enforcement to capture, securely store, manage, share and analyze video and other digital evidence (collectively, the 'Software and Sensors" segment); and the manufacture and sale of CEDs, batteries, accessories, extended warranties and other products and services (collectively, the "TASER" segment). In both segments, we report sales of products and services. Service revenue in both segments includes sales related to Axon Evidence. In the Software and Sensors segment, service revenue also includes other recurring cloud-hosted software revenue and related professional services. Collectively, this revenue is sometimes referred to as "Axon Cloud revenue."

Reportable segments are determined based on discrete financial information provided to our Chief Executive Officer who is our chief operating decision maker ("CODM"). In deciding how to allocate resources and assess performance, the CODM reviews adjusted gross margin by operating segment, consolidated financials and revenue by major geography, and product and service lines. Specifically, the CODM reviews adjusted gross margin by segment to evaluate segment profitability, identify cost trends and make operational decisions to support our segments. Consolidated financials provide a holistic view of our overall financial health to guide capital allocation and entity wide decisions. Disaggregated views of revenue by major geography and product line support the evaluation of specific market and product performance to understand customer trends. There are no operating segments that are aggregated. Furthermore, there are no inter-segment sales. Assets and other expense items, such as research and development and selling, general, and administrative expenses, are not provided to the CODM by segment, as our CODM does not evaluate our operating segments using this discrete information. As such, these items are not relevant to adjusted gross margin leveraged by the CODM to assess segment performance. As a result, they are not disclosed by segment. We perform an analysis of our reportable segments at least annually. The vast majority of our long-lived assets, including property, plant and equipment and right-of-use lease assets are located within the United States. International long-lived assets are immaterial. Additionally, the majority of our revenues are generated within the United States.

During the year ended December 31, 2024, the segment measure of profit and loss used by the CODM was changed from gross margin to adjusted gross margin, defined as gross margin before stock-based compensation expense, amortization of acquired intangible assets and inventory step-up amortization related to acquisitions. Each of the aforementioned components of our segment measure of profit and loss, adjusted gross margin, are included within other

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segment items. This change in segment measure allows the CODM to better assess operating results over time and is consistent with how the CODM evaluates our businesses. Accordingly, we have updated our segment disclosure for the years ended December 31, 2023 and 2022 to conform to the new presentation. For additional details, refer to Note 20.

***Geographic Information***

The majority of our sales to international customers are transacted in foreign currencies and are attributed to each country based on the shipping address of the distributor or customer. For the years ended December 31, 2024, 2023 and 2022, no individual country outside the United States represented more than 10% of net sales. Substantially all of our assets are located in the United States. For additional details, refer to Note 2.

***Cash, Cash Equivalents and Investments***

We have cash, cash equivalents and investments, which at December 31, 2024 comprised cash, money market funds, commercial paper, corporate bonds, term deposits, U.S. government bonds, U.S. Treasury bills, and agency bonds. Cash equivalents and investments at December 31, 2023 also included U.S. Treasury inflation-protected securities. We place our cash and cash equivalents with high quality financial institutions. Although we deposit our cash with multiple financial institutions, our deposits regularly exceed federally insured limits. Cash and cash equivalents include funds on-hand and highly liquid investments purchased with initial maturity of three months or less. Short-term investments include securities with an expected maturity date within one year of the balance sheet date that do not meet the definition of a cash equivalent, and long-term investments are securities with an expected maturity date greater than one year and less than three years in accordance with our investment policy.

We report available-for-sale investments at fair value as of each balance sheet date and record any unrealized gains or losses within accumulated other comprehensive loss as a component of stockholders' equity. The cost of securities sold is determined on a specific identification basis, and realized gains and losses are included in other income (loss), net within the consolidated statements of operations. Income tax effects are released from accumulated other comprehensive loss for unrealized gains or losses when the gains or losses are realized and are taxed at the statutory rate based on jurisdiction of the underlying transaction. When the fair value is below the amortized cost of an available-for-sale investment, an estimate of expected credit losses is made. Credit losses are recognized through the use of an allowance for credit losses account in the consolidated balance sheets and subsequent improvements in expected credit losses are recognized as a reversal of an amount in the allowance account. If we have the intent to sell the security or it is more likely than not that we will be required to sell the security prior to recovery of its amortized cost basis, then the allowance for the credit loss is written-off and the excess of the amortized cost basis of the asset over its fair value is recorded in the consolidated statements of operations. We do not intend to sell the investments and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost bases. There were no credit losses recorded on our investment portfolio during the years ended December 31, 2024, 2023, and 2022.

***Restricted Cash***

Restricted cash balances were $11.9 million and $2.1 million as of December 31, 2024 and 2023, respectively. This increase is primarily attributable to a payment held in escrow related to the potential construction of our headquarters building in Scottsdale, Arizona. Restricted cash also includes funds held in international bank accounts for various operating and financing activities. As of December 31, 2024, approximately $11.8 million was included in prepaid expenses and other current assets on our consolidated balance sheet, with the remainder in other long-term assets.

***Inventory***

Inventories are stated at the lower of cost or net realizable value, using a standard cost method which approximates the first-in, first-out method. Additional provisions are made to reduce excess, obsolete or slow-moving inventories to their net realizable value. These provisions are based on our best estimate after considering historical demand, projected future demand, inventory purchase commitments, industry and market trends and conditions among other factors. We evaluate

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inventory costs for abnormal costs due to excess production capacity and treat such costs as period costs. Raw materials include an immaterial amount of work-in-process inventory.

***Property and Equipment***

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Additions and improvements are capitalized, while ordinary maintenance and repair expenditures are charged to expense as incurred. Depreciation is calculated using the straight-line method over the estimated economic life.

***Software Development Costs***

We expense software development costs, including costs to develop software products or the software component of products and services to be marketed to external users, before technological feasibility of such products is reached.

Software development costs also include costs to develop software programs to be used solely to meet our internal needs and applications. We capitalize development costs related to these software applications once the preliminary project stage is complete and it is probable that the project will be completed and the software will be used to perform the intended function. Additionally, we capitalize qualifying costs incurred for upgrades and enhancements to existing software that result in additional functionality. Costs related to preliminary project planning activities, post-implementation activities, maintenance and minor modifications are expensed as incurred. Internal-use software development costs are amortized on a straight-line basis over the estimated useful life of the software.

We evaluate the useful lives of these assets on an annual basis and test for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

***Leases***

We determine if a contract contains a lease at inception. At commencement, lease contracts are evaluated for classification as an operating or finance lease. Operating lease right-of-use ("ROU") assets and liabilities are recognized based on the present value of future minimum lease payments over the lease term at the commencement date. As most of our leases do not provide an implicit rate, we use our estimated incremental borrowing rate based on the information available at the commencement date in determining the present value of future payments. Additionally, we use the portfolio approach in determining the discount rate used to present value lease payments. We give consideration to our 2027 Notes, line of credit, macroeconomic factors, as well as publicly available data for instruments with similar characteristics when estimating our incremental borrowing rates. The operating lease ROU asset also includes any lease payments made and initial direct costs incurred and excludes lease incentives.

We have operating leases for office space, manufacturing and logistical functions. Leases with an initial term of 12 months or less are not recorded on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. We do not have any material variable lease costs associated with our operating leases. For leases beginning on or after January 1, 2019, we account for lease components separately from non-lease components for all asset classes.

Our operating leases have remaining terms of less than one to approximately 12 years, some of which include one or more options to renew for up to five years, and some of which include options to terminate the leases within one year. The exercise of lease renewal options is at our sole discretion and such options are included in ROU assets and liabilities for renewal periods that are reasonably certain of exercise. Certain of these lease agreements include stated rental payment escalations. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

We may enter into sales-type finance leases as an alternative means to realize value for our body cameras and related accessories. For sales-type finance leases where we are the lessor, we recognize our selling profit on a gross basis at lease commencement within net sales from products and cost of product sales, respectively. Interest income is recognized over the lease term within interest income, net. The current and long-term portions of our investment in sales-type leases are included in prepaid expenses and other current assets and other long-term assets, respectively. Given the immateriality of

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our finance lease activity as of December 31, 2024, no further disclosure considerations related to finance leases are necessary.

***Valuation of Goodwill, Intangible and Long-lived Assets***

We evaluate whether events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets and identifiable intangible assets, excluding goodwill and intangible assets with indefinite useful lives, may warrant revision or that the remaining balance of these assets may not be recoverable. Such events and circumstances could include a change in the product mix, a change in the way products are created, produced or delivered, or a significant change in the way products are branded and marketed. In performing the review for recoverability, we estimate the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. The amount of impairment loss, if impairment exists, is calculated based on the excess of the carrying amounts of the assets over their estimated fair values computed using discounted cash flows.

Finite-lived intangible assets and other long-lived assets are amortized using the straight-line method over the estimated useful life. We do not amortize goodwill and intangible assets with indefinite useful lives; rather such assets are tested for impairment at least annually or sooner whenever events or changes in circumstances indicate that the assets may be impaired. We test goodwill and intangible assets for impairment on an annual basis on December 31, 2024 and on an interim basis when certain events and circumstances exist.

During the years ended December 31, 2024 and December 31, 2023, long-lived asset impairment charges were immaterial. During the year ended December 31, 2022, we recorded $5.3 million of impairment charges, the majority of which were related to the cease-use of a portion of our Seattle office.

No impairment charges were recognized related to goodwill or intangible assets during the years ended December 31, 2024, 2023, and 2022.

***Customer Deposits***

We require deposits in advance of shipment for certain customer sales orders. Additionally, customers may elect to make deposits with us related to contracts for our products and services that were not executed as of the end of a reporting period. Customer deposits are included in other current liabilities in the consolidated balance sheets.

***Revenue Recognition, Receivables, Contract Assets, and Deferred Revenue***

We derive revenue from two primary sources: (1) the sale of physical products, including CEDs, Axon cameras, Axon Signal-enabled devices, corresponding hardware extended warranties, and related accessories such as Axon docks, cartridges and batteries, among others, and (2) subscriptions to our Axon Evidence digital evidence management SaaS offering (including data storage fees and other ancillary services), which includes varying levels of support. To a lesser extent, we also recognize revenue from training, professional services and other software and SaaS services. We apply the five-step model outlined in ASC 606. For additional discussion, refer to Note 2.

We enter into contracts that can include various combinations of products and services, each of which is generally distinct and accounted for as a separate performance obligation. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account in ASC 606. For contracts with multiple performance obligations, we allocate the contract transaction price to each performance obligation using our estimate of the standalone selling price ("SSP") of each distinct good or service in the contract. Revenues are recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. Performance obligations to deliver products, including CEDs, Axon cameras and related accessories, such as docks, cartridges and batteries, are generally satisfied at the point in time we ship the product, as this is when the customer obtains control of the asset under our standard terms and conditions. In certain contracts with non-standard terms and conditions, these performance obligations may not be satisfied until delivery or formal customer acceptance occurs. Performance obligations to fulfill service-type extended warranties and provide our SaaS offerings, including Axon Evidence and other cloud services, are generally satisfied over time as the customer receives and consumes the benefits of these services over the stated service period.

We determine the term of our arrangements based on identifying the contract with the customer. In certain of our arrangements, the customer may have termination rights. In these instances, we determine if there is a substantive penalty. For contracts with a substantive penalty, the accounting term will be the legal contract term, inclusive of the periods for

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which the customer termination rights exist. In these contracts with no substantive penalty, we also consider if the option for our customer to purchase additional goods or services represents an additional performance obligation in the form of a material right.

While our products and services may be sold on a standalone basis, we generally combine our hardware products and services together and sell them to our customers in single transactions where the customer can make payments over a multi-year period. These sales may include payments for upfront hardware and services, as well as payments for hardware and services to be provided at a future date. Additionally, we offer customers the ability to purchase CED cartridges and certain services on an unlimited basis over the contractual term. Due to the nature of these arrangements whereby we are obligated to deliver products at the customer's request, we account for these arrangements as stand-ready obligations, and recognize revenue ratably over the contract period. Cost of product sales is recognized when control of hardware products or accessories has transferred to the customer.

We recognize shipping costs as an expense in cost of product sales when the control of hardware products or accessories has transferred to the customer. Sales tax collected on sales is netted against government remittances and, thus, recorded on a net basis. Payment terms and conditions vary by contract type and geography, but our standard terms are that payments are due within 30 days from the date of invoice.

The timing of revenue recognition may differ from the timing of invoicing to customers. We generally have an unconditional right to consideration when we invoice our customers and record a receivable. We record a contract asset when revenue is recognized prior to invoicing, or a contract liability (deferred revenue) when revenue will be recognized subsequent to invoicing. Contract asset amounts that will be invoiced during the subsequent 12-month period from the balance sheet date are classified as current assets and the remaining portion is recorded within other long-term assets on our consolidated balance sheets. Deferred revenue that is expected to be recognized during the subsequent 12-month period from the balance sheet date is recorded as current deferred revenue and the remaining portion is recorded as long-term deferred revenue. Generally, customers are billed in annual installments.

Contract assets generally result from our subscription programs where we satisfy a hardware performance obligation upon shipment to the customer, and the right to the portion of the transaction price allocated to that hardware performance obligation is conditional on our future performance of a SaaS service obligation under the contract. We recognize a portion of the amount allocated to hardware products shipped to the customer as accounts receivable when invoiced to the customer, and record the remaining allocated value as a contract asset as we have generally fulfilled our hardware performance obligation upon shipment. Unbilled accounts receivable expected to be invoiced and collected within 12 months were $5.6 million as of December 31, 2024, and were included in accounts and notes receivable, net on our consolidated balance sheet.

Contract liabilities generally consist of deferred revenue on our subscription programs where we generally invoice customers at the beginning of each annual contract period and record a receivable at the time of invoicing when there is an unconditional right to consideration. Deferred revenue is composed mainly of unearned revenue related to our Axon Evidence SaaS platform, secure cloud-based storage, service-type extended warranties, stand-ready obligations in our cartridge programs, and rights to future CED, Axon camera and related accessories hardware in our subscription programs. For additional discussion, refer to Note 2.

***Reserve for Expected Credit Losses***

Sales are typically made on credit, and we generally do not require collateral. We are exposed to credit losses primarily through sales of products and services. Our expected loss allowance methodology for accounts receivable, contract assets, notes receivable and off-balance-sheet exposures is developed using historical collection experience, published or estimated credit default rates for entities that represent our customer base, current and future economic and market conditions and a review of the current status of customers' trade accounts receivables. We review receivables for U.S. and international customers separately to better reflect different published credit default rates and economic and market conditions. Additionally, specific reserve amounts are established to record the appropriate provision for customers that have a higher probability of default. Our monitoring activities include account reconciliation, dispute resolution, payment confirmation, consideration of customers' financial condition and macroeconomic conditions. Balances are written off when determined to be uncollectible. Accounts and notes receivable, contract assets and off-balance-sheet exposures are presented net of a reserve for expected credit losses, which totaled $5.6 million and $4.0 million as of December 31, 2024 and 2023, respectively. This reserve represents our best estimate and application of judgment

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considering a number of factors, including those listed above. In the event that actual uncollectible amounts differ from our estimates, additional expense could be necessary. For additional discussion, refer to Note 4.

***Deferred Commissions***

We recognize an asset for the incremental costs of obtaining a contract with a customer, which consist primarily of sales commissions. These costs are ascribed to or allocated to the underlying performance obligations in the contract and amortized consistent with the expected recognition timing of the revenue for the underlying performance obligations.

For contract costs related to performance obligations with an amortization period of one year or less, we apply the practical expedient to expense these sales commissions when incurred. These costs are recognized as incurred within SG&A expenses in the consolidated statements of operations and comprehensive income. For additional discussion, refer to Note 2.

***Cost of Product and Service Sales***

Cost of product sales represents manufacturing costs consisting of materials, labor and overhead related to finished goods and components. Shipping costs incurred related to product delivery are also included in cost of products sold. Cost of service sales includes third-party cloud services, software maintenance and support costs – including personnel costs, associated with supporting Evidence.com and other software related services.

***Advertising Costs***

We expense advertising costs in the period in which they are incurred. We incurred advertising costs of $4.4 million, $1.9 million and $2.3 million in the years ended December 31, 2024, 2023 and 2022, respectively. Advertising costs are included within SG&A expenses in the consolidated statements of operations.

***Warranty Reserves***

We warranty our CEDs, Axon cameras and certain related accessories from manufacturing defects on a limited basis for a period of one year after purchase and, thereafter, will replace any defective unit for a fee. We estimate and record a liability for standard warranty at the time products are sold. The estimates are based on historical experience and reflect our best estimates of costs to be incurred over the warranty period. Adjustments may be required when actual or projected costs differ. Variations in component failure rates, repair costs and the point of failure within the product life cycle are key drivers that impact our periodic re-assessment of the warranty liability.

Revenue related to separately priced extended warranties is initially recorded as deferred revenue at its allocated amount and subsequently recognized as net sales on a straight-line basis over the warranty service period. Costs related to extended warranties are charged to cost of product sales when the costs become probable and can be reasonably estimated.

Changes in our estimated warranty reserve were as follows (in thousands):

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Balance, beginning of period | $ 7,374 | $ 811 | $ 2,822 |
| Utilization of reserve | (5,992) | (1,499) | (2,209) |
| Adjustment to reserve due to business combinations | 1,311 | — | — |
| Warranty expense | 5,591 | 8,062 | 198 |
| Balance, end of period | $ 8,284 | $ 7,374 | $ 811 |

***Research and Development Expenses***

We expense as incurred R&D costs that do not meet the qualifications to be capitalized. R&D costs include payroll costs and stock-based compensation for the personnel involved in R&D functions, as well as indirect manufacturing costs and supplies,

consulting services and internal infrastructure costs incurred in connection with product research and development. We incurred R&D expense of $441.6 million, $303.7 million and $233.8 million in 2024, 2023 and 2022, respectively.

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***Income Taxes***

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement amounts of assets and liabilities and their respective tax bases, and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in future years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in income in the period that includes the enactment date. Deferred tax assets are reduced through the establishment of a valuation allowance if, based upon available evidence, it is determined that it is more likely than not that the deferred tax assets will not be realized. We use factors to assess the likelihood of realization of deferred tax assets such as the forecast of future taxable income and available tax planning that could be implemented to realize the deferred tax assets.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. We also assess whether uncertain tax positions, as filed, could result in the recognition of a liability for possible interest and penalties. Our policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense. For additional details, refer to Note 14.

***Fair Value Measurements and Financial Instruments***

We use the fair value framework that prioritizes the inputs to valuation techniques for measuring financial assets and liabilities measured on a recurring basis and for non-financial assets and liabilities when these items are re-measured. Fair value is considered to be the exchange price in an orderly transaction between market participants, to sell an asset or transfer a liability at the measurement date. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – Valuation techniques in which all significant inputs are unadjusted quoted prices from active markets for assets or liabilities that are identical to the assets or liabilities being measured.
- Level 2 – Valuation techniques in which significant inputs include quoted prices from active markets for assets or liabilities that are similar to the assets or liabilities being measured and/or quoted prices from markets that are not active for assets or liabilities that are identical or similar to the assets or liabilities being measured. Also, model-derived valuations in which all significant inputs and significant value drivers are observable in active markets are Level 2 valuation techniques.
- Level 3 – Valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are valuation technique inputs that reflect our own assumptions about inputs that market participants would use in pricing an asset or liability.

We have cash equivalents and investments, which at December 31, 2024 comprised money market funds, commercial paper, corporate bonds, term deposits, U.S. government bonds, U.S. Treasury bills, and agency bonds. For additional details regarding our cash equivalents and investments, refer to Note 3. Debt investments are classified as available-for-sale and realized gains and losses are recorded using the specific identification method. We have corporate-owned life insurance policies, included in the balance of other long-term assets, which are used to fund our deferred compensation plan. The balances of these policies as of December 31, 2024 and 2023 were $8.4 million and $7.6 million, respectively. We determine the fair values of our insurance contracts by obtaining the cash surrender value of the contracts from the issuer, a Level 2 valuation technique.

We have an investment in marketable securities, for which changes in fair value are recorded in the consolidated statements of operations as unrealized gain (or loss) on marketable securities, which is included in other income (loss), net.

We have strategic equity investments in various privately held companies as of December 31, 2024 and 2023. The estimated fair value of the investments was determined based on Level 3 inputs. In determining the estimated fair value of our strategic investments in privately held companies, we utilize observable data available to us as discussed further in Note 8.

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The fair value of our 0.50% convertible senior notes due 2027 (the "Notes" or "2027 Notes") is determined based on the closing trading price per $1,000 of the Notes as of the last day of trading for the period. We consider the fair value of the 2027 Notes at December 31, 2024 and 2023, to be a Level 2 measurement based on the fair value hierarchy. The fair value is primarily affected by the trading price of our common stock and market interest rates.

Our financial instruments also include accounts and notes receivable, accounts payable and accrued liabilities. Due to the short-term nature of these instruments, their fair values approximate their carrying values on the consolidated balance sheets.

***Stock-Based Compensation***

We have historically utilized stock-based compensation for key employees and non-employee directors as a means of attracting and retaining talented personnel. We recognize compensation expense for our stock-based compensation program, which includes grants of RSUs, PSUs and stock options. Our stock-based compensation awards are classified as equity and measured at the fair market value of the underlying common stock at the grant date. When determining the grant date fair value of stock-based awards, we consider whether an adjustment is required to the observable market price or volatility of our common stock used in the valuation as a result of material non-public information.

*RSUs*

Stock-based compensation expense for RSUs is measured based on the closing fair market value of our common stock on the date of grant. We recognize stock-based compensation expense over the award's requisite service period using the straight-line attribution method for service-based RSUs. Service-based grants generally have a vesting period of one to four years and a contractual maturity of ten years. We account for forfeitures as they occur as a reduction to stock-based compensation expense and additional paid-in-capital.

*PSUs*

Stock-based compensation expense for PSUs is measured based on the closing fair market value of our common stock on the date of grant. We recognize stock-based compensation expense over the award's requisite service period, which is defined as the longest explicit, implicit or derived service period based on our estimate of the probability of the performance criteria being satisfied, adjusted at each balance sheet date. The vesting of our PSUs is generally contingent upon the achievement of certain performance criteria related to our operating performance, as well as successful and timely development and market acceptance of future product introductions. For PSUs containing only performance conditions, compensation cost is recognized using the graded attribution model over the explicit or implicit service period. In addition, certain of the PSUs have further service requirements subsequent to achievement of the performance criteria.

Performance-based grants generally have vesting periods ranging from one to eight years and a contractual maturity of ten years. We account for forfeitures as they occur as a reduction to stock-based compensation expense and additional paid-in-capital. Our performance-based restricted stock units include XSUs granted under the 2024 Employee XSP and the 2024 CEO Performance Award discussed further below.

*2024 Employee XSP and 2024 CEO Performance Award*

On May 10, 2024, our shareholders approved the 2024 Employee XSP. The 2024 Employee XSP includes an approved pool of shares of common stock reserved for grants of awards of XSUs to employees. The grants of XSUs (the "2024 XSUs") are grants of performance-based RSUs. The program includes seven substantially equal tranches that will vest upon certification by the Compensation Committee of the Board of Directors (the "Compensation Committee") upon achievement of three independent vesting conditions: (1) stock price goals; (2) operational goals; and (3) minimum service conditions.

Additionally, on May 10, 2024, shareholders approved a grant of XSUs to our CEO, Patrick W. Smith (the "2024 CEO Performance Award"). The stock price goals and operational goals applicable to the 2024 CEO Performance Award are identical to those under the 2024 Employee XSP, but Mr. Smith is subject to a longer minimum required service period.

Stock-based compensation expense associated with the XSUs is recognized over the requisite service period, which is considered the longest explicit, implicit or derived service period for each respective tranche. We utilized Monte Carlo simulations to evaluate a range of possible future stock price goals over the term of the awards at each of the respective

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grant dates. The median of all iterations of the simulation was used as the basis for the derived service period for each tranche.

We measured the grant date fair value of each tranche using a Monte Carlo simulation with the following assumptions: risk-free interest rate of 3.6% – 4.5%, expected volatility of 41.0% – 46.8%, expected term of 8.0 – 8.6 years, and dividend yield of 0.0%. We utilized a blended volatility assumption, equally weighting both historical volatility and implied volatility, resulting in a weighted-average expected volatility of 41.6%. An illiquidity discount is considered in our estimate of the fair value of shares during post-vesting holding periods. The mandatory post-vesting holding periods for XSUs will lapse on the earlier of (i) December 31, 2030, or (ii) the date that a subsequent tranche vests and settles. Therefore, the illiquidity discount is dependent upon projected tranche vesting dates, determined via the Monte Carlo simulation. This simulation is based on a subjective assessment of our forward-looking financial projections, taking into consideration statistical analysis.

Even though no tranche with respect to either XSUs granted under the 2024 Employee XSP or the 2024 CEO Performance Award vests unless the applicable stock price goal, operational goal and corresponding minimum service condition are achieved, stock-based compensation expense is recognized when an operational goal is considered probable of attainment regardless of the achievement of the stock price and minimum service conditions. As of December 31, 2024, we consider some of the tranches probable and will recognize the expense ratably over their respective expected vesting periods. This may result in volatility and higher upfront expense recognition and is subject to change based on periodic probability assessments. Refer to Note 16 for further discussion.

*Stock Options*

On May 24, 2018, our shareholders approved the Board of Directors' grant of 6.4 million performance-based stock options to our CEO, Patrick W. Smith, (the "2018 CEO Performance Award"). The 2018 CEO Performance Award consisted of 12 substantially equal tranches with a vesting schedule based entirely on the attainment of both operational goals (performance conditions) and market capitalization goals (market conditions), assuming continued employment either as the Chief Executive Officer or as both Executive Chairman and Chief Product Officer and service through each vesting date. For performance-based stock options with a vesting schedule based entirely on the attainment of both performance and market conditions, stock-based compensation expense was recognized for each pair of performance and market conditions over the longer of the expected achievement period of the performance and market conditions, beginning at the point in time that the relevant performance condition is considered probable of achievement. The fair value of such awards was estimated on the grant date using Monte Carlo simulations.

***Income per Common Share***

Basic income per common share is computed by dividing net income by the weighted average number of common shares outstanding during the periods presented. Diluted income per share reflects the potential dilution from outstanding stock-based awards, our 2027 Notes, and warrants to acquire shares of our common stock (the "Warrants" or "2027 Warrants"). The effects of outstanding stock-based awards, our 2027 Notes, and our 2027 Warrants are excluded from the

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computation of diluted net income per share in periods in which the effect would be antidilutive. The calculation of the weighted average number of shares outstanding and earnings per share is as follows (in thousands except per share data):

| | For the Year Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Numerator for basic and diluted earnings per share: | | | |
| Net income | $ 377,034 | $ 175,783 | $ 146,930 |
| Denominator: | | | |
| Weighted average shares outstanding | 75,748 | 74,195 | 71,093 |
| Dilutive effect of stock-based awards | 1,435 | 1,261 | 1,441 |
| Dilutive effect of 2027 Notes | 1,139 | — | — |
| Dilutive effect of 2027 Warrants | 236 | — | — |
| Diluted weighted average shares outstanding | 78,558 | 75,456 | 72,534 |
| Net income per common share: | | | |
| Basic | $ 4.98 | $ 2.37 | $ 2.07 |
| Diluted | $ 4.80 | $ 2.33 | $ 2.03 |

Potentially dilutive securities that are not included in the calculation of diluted net income per share because doing so would be antidilutive are as follows (in thousands):

| | For the Year Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Stock-based awards | 4,132 | 1,014 | 3,264 |
| 2027 Notes | 1,877 | 3,017 | 3,017 |
| 2027 Warrants | 2,781 | 3,017 | 3,017 |
| Total potentially dilutive securities | 8,790 | 7,048 | 9,298 |

For additional information regarding our 2027 Notes, refer to Note 12.

***Recently Issued Accounting Guidance***

In November 2023, the FASB issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. ASU 2023-07 requires improvements to annual and interim segment disclosures, primarily through enhanced disclosures around significant segment expenses. We adopted this ASU effective for our Annual Report on Form 10-K for the year ending December 31, 2024, and as a result, enhanced certain qualitative considerations within "Segment Information" of Note 1. There were no significant impacts to our existing quantitative disclosures as a result of our adoption of this ASU.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. ASU 2023-09 is intended to enhance the transparency and decision usefulness of income tax. The provisions of ASU 2023-09 are effective for our Annual Report on Form 10-K for the year ending December 31, 2025, with early adoption permitted. We are currently evaluating the impact of this update on our consolidated financial statements.

In March 2024, the SEC adopted final rules under SEC Release No. 34-99678 and No. 33-11275, *The Enhancement and Standardization of Climate-Related Disclosures for Investors* (the "Final Rules"), which will require registrants to provide certain climate-related information in their registration statements and annual reports. The Final Rules require, among other things, disclosure in the notes to the audited financial statements of the effects of severe weather events and other natural conditions, subject to certain thresholds, as well as amounts related to carbon offsets and renewable energy credits or certificates in certain circumstances. The financial statement disclosure requirements of the Final Rules will begin phasing in for fiscal year 2025. In April 2024, the SEC stayed

the effectiveness of the Final Rules pending judicial review. We are currently evaluating the impact of the Final Rules on our consolidated financial statements.

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In November 2024, the FASB issued ASU 2024-03, Income Statement (Topic 220): Reporting Comprehensive Income - Expense Disaggregation Disclosures. ASU 2024-03 is intended to enhance level of detail disclosed related to expense categories and provide additional disclosure of expenses by nature. The provisions of ASU 2024-03 are effective for our Annual Report on Form 10-K for the year ending December 31, 2027, with early adoption permitted. We are currently evaluating the impact of this update on our consolidated financial statements.

In November 2024, the FASB issued ASU 2024-04, Debt (Topic 470): Debt with Conversion and Other Options. ASU 2024-04 clarifies the assessment of whether a transaction should be accounted for as an induced conversion or debt extinguishment when the terms of convertible debt are changed to induce conversion. The provisions of ASU 2024-04 are effective for our Annual Report on Form 10-K for the year ending December 31, 2026, with early adoption permitted. We are currently evaluating the impact of this update.

**Note 2 - Revenues**

**Nature of Products and Services**

The following table presents our revenues by primary product and service offering and reportable segment (in thousands):

| | Year Ended December 31, 2024 | | | Year Ended December 31, 2023 | | |
|---|---|---|---|---|---|---|
| | TASER | Software and Sensors | Total | TASER | Software and Sensors | Total |
| TASER Devices (Professional) | $ 453,055 | $ — | $ 453,055 | $ 333,923 | $ — | $ 333,923 |
| Cartridges | 246,766 | — | 246,766 | 193,285 | — | 193,285 |
| Axon Evidence and Cloud Services | 54,913 | 808,256 | 863,169 | 35,680 | 566,003 | 601,683 |
| Extended Warranties | 37,515 | 66,141 | 103,656 | 31,689 | 55,154 | 86,843 |
| Axon Body Cameras and Accessories | — | 246,855 | 246,855 | — | 183,023 | 183,023 |
| Axon Fleet Systems | — | 104,890 | 104,890 | — | 121,842 | 121,842 |
| Other [1] [2] | 26,424 | 37,711 | 64,135 | 18,933 | 21,167 | 40,100 |
| Total | $ 818,673 | $ 1,263,853 | $ 2,082,526 | $ 613,510 | $ 947,189 | $ 1,560,699 |

| | Year Ended December 31, 2022 | | |
|---|---|---|---|
| | TASER | Software and Sensors | Total |
| TASER Devices (Professional) | $ 282,698 | $ — | $ 282,698 |
| Cartridges | 181,686 | — | 181,686 |
| Axon Evidence and Cloud Services | 18,182 | 367,852 | 386,034 |
| Extended Warranties | 29,056 | 45,507 | 74,563 |
| Axon Body Cameras and Accessories | — | 157,281 | 157,281 |
| Axon Fleet Systems | — | 63,017 | 63,017 |
| Other [1] [2] | 19,422 | 22,442 | 41,864 |
| Total | $ 531,044 | $ 656,099 | $ 1,187,143 |

[1] TASER segment "Other" includes smaller categories, such as VR hardware, weapons training revenue such as revenue associated with our Master Instructor School, and TASER consumer device sales.

[2] Software and Sensors segment "Other" includes revenue from items including Signal Sidearm, Interview Room, Axon Air, partners' contra-revenue and other sensors and equipment.

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The following table presents our revenues disaggregated by geography (in thousands):

| | Year Ended December 31, | | | | | |
|---|---|---|---|---|---|---|
| | 2024 | | 2023 | | 2022 | |
| United States | $ 1,775,194 | 85 % | $ 1,335,516 | 86 % | $ 985,183 | 83 % |
| Other countries | 307,332 | 15 | 225,183 | 14 | 201,960 | 17 |
| Total | $ 2,082,526 | 100 % | $ 1,560,699 | 100 % | $ 1,187,143 | 100 % |

**Contract Balances**

The following table presents our contract assets, contract liabilities and certain information related to these balances as of and for the year ended December 31, 2024 (in thousands):

| | Year Ended December 31, | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Contract assets, net | $ 487,805 | $ 371,614 | $ 249,001 |
| Contract liabilities (deferred revenue) | 973,640 | 741,316 | 593,038 |
| Revenue recognized in the period from: | | | |
| Amounts included in contract liabilities at the beginning of the period | 499,727 | 357,979 | 258,063 |

During the year ended December 31, 2024, our contract assets balance increased by $116.2 million, or 31.3%, due to increased sales under subscription plans. Contract liabilities increased $232.3 million, or 31.3%, for the year ended December 31, 2024 due to acquisitions and increased subscription invoicing for Software and Sensors hardware and services in advance of fulfilling performance obligations to customers.

Contract liabilities (deferred revenue) consisted of the following (in thousands):

| | December 31, 2024 | | | December 31, 2023 | | |
|---|---|---|---|---|---|---|
| | Current | Long-Term | Total | Current | Long-Term | Total |
| Warranty: | | | | | | |
| TASER | $ 16,107 | $ 19,288 | $ 35,395 | $ 14,666 | $ 18,828 | $ 33,494 |
| Software and Sensors | 36,842 | 19,706 | 56,548 | 22,642 | 8,165 | 30,807 |
| | 52,949 | 38,994 | 91,943 | 37,308 | 26,993 | 64,301 |
| Hardware: | | | | | | |
| TASER | 49,195 | 35,116 | 84,311 | 35,845 | 29,689 | 65,534 |
| Software and Sensors | 89,992 | 144,191 | 234,183 | 63,299 | 117,024 | 180,323 |
| | 139,187 | 179,307 | 318,494 | 99,144 | 146,713 | 245,857 |
| Services: | | | | | | |
| TASER | 9,635 | 6,134 | 15,769 | 7,832 | 3,983 | 11,815 |
| Software and Sensors | 411,184 | 136,250 | 547,434 | 326,131 | 93,212 | 419,343 |
| | 420,819 | 142,384 | 563,203 | 333,963 | 97,195 | 431,158 |
| Total | $ 612,955 | $ 360,685 | $ 973,640 | $ 470,415 | $ 270,901 | $ 741,316 |

| | December 31, 2024 | | | December 31, 2023 | | |
|---|---|---|---|---|---|---|
| | Current | Long-Term | Total | Current | Long-Term | Total |
| TASER | $ 74,937 | $ 60,538 | $ 135,475 | $ 58,343 | $ 52,500 | $ 110,843 |
| Software and Sensors | 538,018 | 300,147 | 838,165 | 412,072 | 218,401 | 630,473 |
| Total | $ 612,955 | $ 360,685 | $ 973,640 | $ 470,415 | $ 270,901 | $ 741,316 |

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**Remaining Performance Obligations**

As of December 31, 2024, we had approximately $7.9 billion of remaining performance obligations, which included both recognized contract liabilities as well as amounts that will be invoiced and recognized in future periods. The remaining performance obligations are limited only to arrangements that meet the definition of a contract under ASC 606 as of December 31, 2024. We currently expect to recognize between approximately 20% - 25% of this balance over the next 12 months, and expect the remainder to be recognized over the following ten years, subject to risks related to delayed deployments, budget appropriation, or other contract cancellation clauses.

**Costs to Obtain a Contract**

We recognize an asset for the incremental costs of obtaining a contract with a customer, which consist primarily of sales commissions. As of December 31, 2024, our assets for costs to obtain contracts were as follows (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Current deferred commissions [1] | $ 59,025 | $ 46,224 |
| Deferred commissions, net of current portion [2] | 154,894 | 119,084 |
| | $ 213,919 | $ 165,308 |

(1) Current deferred commissions are included within prepaid expenses and other current assets on the consolidated balance sheets.
(2) Deferred commissions, net of current portion, are included in other long-term assets on the consolidated balance sheets.

During the years ended December 31, 2024, 2023 and 2022, we recognized $50.8 million, $34.1 million, and $24.4 million, respectively, of amortization related to deferred commissions. These costs are recorded within SG&A expenses in the consolidated statements of operations and comprehensive income (loss).

**Significant Judgments**

Our contracts with certain municipal government customers may be subject to budget appropriation, other contract cancellation clauses or optional renewal periods. In contracts where the customer's performance is subject to budget appropriation clauses, we generally consider the likelihood of non-appropriation to be remote when determining the contract term and transaction price. Contracts with other cancellation provisions or optional periods may require judgment in determining the contract term, including the existence of substantive termination penalties, determining transaction price and identifying the performance obligations.

At times, customers may request changes that either amend, replace or cancel existing contracts. Judgment is required to determine whether the specific facts and circumstances within the contracts require the changes to be accounted for as a separate contract or as a modification. Generally, contract modifications containing additional goods and services that are determined to be distinct and sold at their SSP are accounted for as a separate contract. For contract modifications where both criteria are not met, the original contract is updated and the required adjustments to revenue and contract assets, liabilities and other accounts are made accordingly.

Our contracts with customers often include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately rather than together may require significant judgment. We consider CED devices and related accessories, as well as Axon cameras and related accessories, to be separately identifiable from each other as well as from extended warranties on these products and the SaaS subscriptions to Axon Evidence and other cloud services.

In contracts where there are timing differences between when we transfer a promised good or service to the customer and when the customer pays for that good or service, we assess whether there is any implied financing within the transaction, and if so, recognize related interest income, or expense, on the transaction. The amount of imputed interest is immaterial for the years ended December 31, 2024, 2023 and 2022.

Judgment is required to determine the SSP for each distinct performance obligation. We analyze stand-alone sales of our products and services as a basis for estimating the SSP of our products and services and then use that SSP as the basis

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for allocating the transaction price when our products and services are sold together in a contract with multiple performance obligations. In instances where the SSP is not directly observable, such as when we do not sell the product or service separately, we determine the SSP using information that may include cost plus margin, market comparisons and other observable inputs.

**Note 3 - Cash, Cash Equivalents and Investments**

The following table summarizes our cash, cash equivalents, marketable securities and available-for-sale investments at December 31, 2024 (in thousands):

| | As of December 31, 2024 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Amortized Cost | Gross Unrealized Gains | Gross Unrealized Losses | Fair Value | Cash and Cash Equivalents | Marketable Securities | Short-Term Investments |
| Cash | $ 94,919 | $ — | $ — | $ 94,919 | $ 94,919 | $ — | $ — |
| Level 1: | | | | | | | |
| Money market funds | 322,874 | — | — | 322,874 | 322,874 | — | — |
| Agency bonds | 996 | — | — | 996 | — | — | 996 |
| U.S. Government bonds | 75,994 | 7 | (5) | 75,996 | — | — | 75,996 |
| U.S. Treasury bills | 14,431 | 25 | — | 14,456 | — | — | 14,456 |
| Marketable securities | 90,000 | 108,270 | — | 198,270 | — | 198,270 | — |
| Subtotal | 504,295 | 108,302 | (5) | 612,592 | 322,874 | 198,270 | 91,448 |
| Level 2: | | | | | | | |
| Term deposits | 136,480 | — | — | 136,480 | 11,480 | — | 125,000 |
| Corporate bonds | 122,018 | 10 | (63) | 121,965 | 24,075 | — | 97,890 |
| Commercial paper | 20,393 | — | — | 20,393 | 1,496 | — | 18,897 |
| Subtotal | 278,891 | 10 | (63) | 278,838 | 37,051 | — | 241,787 |
| Total | $ 878,105 | $ 108,312 | $ (68) | $ 986,349 | $ 454,844 | $ 198,270 | $ 333,235 |

As of December 31, 2024, we had $136.7 million of available-for-sale investments with unrealized losses of which none have been in a continuous unrealized loss position for 12 months or longer. We do not intend to sell the investments and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost bases.

Acquired common stock is recorded as marketable securities in the consolidated balance sheets and its fair value is adjusted every reporting period. Changes in fair value are recorded in the consolidated statement of operations as unrealized gain (or loss) on marketable securities, which is included in other income (loss), net. During the year ended December 31, 2024, we recorded an unrealized gain on marketable securities of $120.3 million.

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The following table summarizes our cash, cash equivalents and available-for-sale investments at December 31, 2023 (in thousands):

| | As of December 31, 2023 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Amortized Cost | Gross Unrealized Gains | Gross Unrealized Losses | Fair Value | Cash and Cash Equivalents | Marketable Securities | Short-Term Investments |
| Cash | $ 406,743 | $ — | $ — | $ 406,743 | $ 406,743 | $ — | $ — |
| Level 1: | | | | | | | |
| Money market funds | 1,470 | — | — | 1,470 | 1,470 | — | — |
| Agency bonds | 222,057 | 2 | (174) | 221,885 | 101,635 | — | 120,250 |
| U.S. Government bonds | 238,747 | 120 | (237) | 238,630 | — | — | 238,630 |
| U.S. Treasury bills | 148,063 | 28 | — | 148,091 | 88,697 | — | 59,394 |
| Marketable securities | 90,000 | — | (12,060) | 77,940 | — | 77,940 | — |
| Subtotal | 700,337 | 150 | (12,471) | 688,016 | 191,802 | 77,940 | 418,274 |
| Level 2: | | | | | | | |
| Term deposits | 128,205 | — | — | 128,205 | — | — | 128,205 |
| Corporate bonds | 80,646 | 8 | (165) | 80,489 | — | — | 80,489 |
| Treasury inflation-protected securities | 2,635 | — | (5) | 2,630 | — | — | 2,630 |
| Commercial paper | 14,456 | — | — | 14,456 | — | — | 14,456 |
| Subtotal | 225,942 | 8 | (170) | 225,780 | — | — | 225,780 |
| Total | $ 1,333,022 | $ 158 | $ (12,641) | $ 1,320,539 | $ 598,545 | $ 77,940 | $ 644,054 |

As of December 31, 2023, we had $420.4 million of available-for-sale investments with unrealized losses. Of this amount, $138.8 million had been in a continuous unrealized loss position for 12 months or longer, with total gross unrealized losses of $0.3 million. We do not intend to sell the investments and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost bases. During the years ended December 31, 2023 and 2022, we recorded a $38.7 million unrealized gain and $32.9 million unrealized loss on marketable securities, respectively.

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**Note 4 - Expected Credit Losses**

Accounts and notes receivable, contract assets and off-balance-sheet exposures are presented net of a reserve for expected credit losses, which totaled $5.6 million, $4.0 million and $3.6 million as of December 31, 2024, 2023, and 2022, respectively.

The following table provides a roll-forward of the allowance for expected credit losses for finance receivables and off-balance-sheet exposures. The expected credit losses for receivables is deducted from the amortized cost basis of accounts receivable, contract assets and notes receivable to present the net amount expected to be collected (in thousands):

| | Year Ended December 31, 2024 | | | Year Ended December 31, 2023 | | | Year Ended December 31, 2022 | | |
|---|---|---|---|---|---|---|---|---|---|
| | United States | Other countries | Total | United States | Other countries | Total | United States | Other countries | Total |
| Balance, beginning of period | $ 3,369 | $ 597 | $ 3,966 | $ 3,064 | $ 566 | $ 3,630 | $ 3,171 | $ 178 | $ 3,349 |
| Provision for expected credit losses | 3,725 | 308 | 4,033 | 815 | 269 | 1,084 | 309 | 391 | 700 |
| Amounts written off charged against the allowance | (2,309) | (95) | (2,404) | (510) | (244) | (754) | (416) | — | (416) |
| Other, including foreign currency translation | — | 14 | 14 | — | 6 | 6 | — | (3) | (3) |
| Balance, end of period [1] | $ 4,785 | $ 824 | $ 5,609 | $ 3,369 | $ 597 | $ 3,966 | $ 3,064 | $ 566 | $ 3,630 |

[1] Ending balance includes allowance for credit losses recorded in other current liabilities on the consolidated balance sheets, which is related to off-balance-sheet credit exposure.

As of December 31, 2024 and December 31, 2023, the allowance for expected credit losses for each type of customer receivable and off-balance-sheet exposures were as follows (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Accounts receivable and notes receivable, current | $ 3,322 | $ 2,392 |
| Contract assets, net | 2,239 | 1,516 |
| Long-term notes receivable, net of current portion | 48 | 44 |
| Other current liabilities | — | 14 |
| Total allowance for expected credit losses on customer receivables | $ 5,609 | $ 3,966 |

**Note 5 - Inventory**

Inventory consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Raw materials | $ 93,070 | $ 104,112 |
| Finished goods | 172,246 | 165,743 |
| Total inventory | $ 265,316 | $ 269,855 |

During the year ended December 31, 2024, we recorded provisions to reduce inventories to their lower of cost or net realizable value of approximately $17.8 million compared to $5.4 million during the year ended December 31, 2023.

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**Note 6 - Property and Equipment**

Property and equipment consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| | Estimated Useful Life | December 31, 2024 | December 31, 2023 |
|---|---|---|---|
| Land | N/A | $ 51,612 | $ 51,612 |
| Building and leasehold improvements | 3 - 39 years | 52,065 | 32,092 |
| Production equipment | 3 - 5 years | 148,922 | 105,245 |
| Computers, equipment and software | 3 - 5 years | 34,429 | 30,778 |
| Furniture and office equipment | 3 - 5 years | 10,058 | 8,383 |
| Vehicles | 5 years | 8,139 | 7,451 |
| Capitalized internal software development costs | 3 - 5 years | 15,906 | 14,799 |
| Construction-in-process | N/A | 62,178 | 55,397 |
| Total cost | | 383,309 | 305,757 |
| Less: Accumulated depreciation | | (135,985) | (105,224) |
| Property and equipment, net | | $ 247,324 | $ 200,533 |

Construction-in-process included $33.6 million and $31.0 million related to our development in Scottsdale, Arizona at December 31, 2024 and December 31, 2023, respectively.

Depreciation and amortization expense related to property and equipment was $39.4 million, $28.1 million and $20.4 million for the years ended December 31, 2024, 2023 and 2022, respectively, of which $21.4 million, $13.6 million and $8.5 million was included in cost of sales for the respective years.

**Note 7 - Goodwill and Intangible Assets**

The changes in the carrying amount of goodwill for the years ended December 31, 2024 and December 31, 2023 were as follows (in thousands):

| | Year Ended December 31, 2024 | | | Year Ended December 31, 2023 | | |
|---|---|---|---|---|---|---|
| | TASER | Software and Sensors | Total | TASER | Software and Sensors | Total |
| Balance, beginning of period | $ 2,984 | $ 54,961 | $ 57,945 | $ 2,957 | $ 42,026 | $ 44,983 |
| Goodwill acquired | — | 701,695 | 701,695 | — | 12,751 | 12,751 |
| Purchase accounting adjustments | — | (479) | (479) | — | (19) | (19) |
| Foreign currency translation adjustments | (131) | (2,192) | (2,323) | 27 | 203 | 230 |
| Balance, end of period | $ 2,853 | $ 753,985 | $ 756,838 | $ 2,984 | $ 54,961 | $ 57,945 |

There were no accumulated impairment losses as of December 31, 2024 and 2023.

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Intangible assets (other than goodwill) consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| | Useful Life | December 31, 2024 | | | December 31, 2023 | | |
|---|---|---|---|---|---|---|---|
| | | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| **Amortizable (definite-lived) intangible assets:** | | | | | | | |
| Developed technology | 3 - 8 years | $ 118,322 | $ (21,337) | $ 96,985 | $ 29,402 | $ (16,562) | $ 12,840 |
| Customer relationships | 5 - 10 years | 33,223 | (4,716) | 28,507 | 5,530 | (3,620) | 1,910 |
| Issued trademarks | 3 - 23 years | 6,706 | (1,784) | 4,922 | 1,333 | (817) | 516 |
| Issued patents | 8 - 26 years | 2,931 | (1,470) | 1,461 | 3,222 | (1,707) | 1,515 |
| Domain names | 5 - 10 years | 3,043 | (2,433) | 610 | 3,043 | (2,128) | 915 |
| Non-compete agreements | | — | — | — | 448 | (448) | — |
| Total amortizable | | 164,225 | (31,740) | 132,485 | 42,978 | (25,282) | 17,696 |
| **Non-amortizable (indefinite-lived) intangible assets:** | | | | | | | |
| In-process research and development[(1)] | | 41,000 | — | 41,000 | — | — | — |
| Trademarks | | 1,068 | — | 1,068 | 1,068 | — | 1,068 |
| Patents and trademarks pending | | 604 | — | 604 | 775 | — | 775 |
| Total non-amortizable | | 42,672 | — | 42,672 | 1,843 | — | 1,843 |
| Total intangible assets | | $ 206,897 | $ (31,740) | $ 175,157 | $ 44,821 | $ (25,282) | $ 19,539 |

(1) Consists of in-process research and development costs pertaining to the acquisition of Dedrone. For additional details, refer to Note 21.

Amortization expense of intangible assets was $17.4 million, $4.5 million and $4.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. Estimated amortization for intangible assets with definite lives for the next five years ended December 31, and thereafter, is as follows (in thousands):

| | |
|---|---|
| 2025 | $ 23,850 |
| 2026 | 23,655 |
| 2027 | 22,423 |
| 2028 | 21,437 |
| 2029 | 19,203 |
| Thereafter | 21,917 |
| Total | $ 132,485 |

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**Note 8 – Strategic Investments**

Strategic investments include equity and debt investments in a number of non-public technology driven companies. We generally account for strategic equity investments under the ASC 321 measurement alternative for equity securities without readily determinable fair values, as there are no quoted market prices for the equity investments. The equity investments are measured at cost less impairment, adjusted for observable price changes and are assessed for impairment whenever events or changes in circumstances indicate that the fair value may be less than its carrying value.

For the debt security strategic investment, we have elected to account for this investment and the associated embedded derivatives utilizing the fair value option. Unrealized changes in fair value for the entire hybrid instrument are recorded within other income (loss), net in the consolidated statement of operations.

In conjunction with certain of our strategic investments, we may have the ability to commit additional capital over time through warrants and call options; for some investments, the exercisability and exercise prices are conditional on the achievement of certain performance metrics. Depending on their contractual terms, our warrants and call options may be accounted for under either the ASC 321 measurement alternative or as derivative instruments under ASC 815.

The following tables provide a roll-forward of the balance of strategic investments (in thousands):

| | Year Ended December 31, 2024 | | | | | Year Ended December 31, 2023 | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Equity investments | Warrants | Call options | Debt investments | Total | Equity investments | Warrants | Call Options | Total |
| Balance, beginning of period | $ 212,996 | $ 1,501 | $ 17,233 | $ — | $ 231,730 | $ 277,676 | $ 1,654 | $ 17,233 | $ 296,563 |
| Investments | 103,888 | 2,012 | — | 7,500 | 113,400 | 15,016 | 1,176 | — | 16,192 |
| Fair value adjustments: | | | | | | | | | |
| Realized gains (losses) during the period, net | 95,429 | — | (4,279) | — | 91,150 | — | — | — | — |
| Unrealized gains on strategic investments still held at the reporting date | 74,784 | 855 | — | 1,084 | 76,723 | — | — | — | — |
| Unrealized losses on strategic investments still held at the reporting date | (4,093) | — | (893) | — | (4,986) | (81,196) | (1,329) | — | (82,525) |
| Exercises | (163,406) | — | (12,061) | — | (175,467) | 1,500 | — | — | 1,500 |
| Balance, end of period | $ 319,598 | $ 4,368 | $ — | $ 8,584 | $ 332,550 | $ 212,996 | $ 1,501 | $ 17,233 | $ 231,730 |

During the year ended December 31, 2024, we exercised call options and acquired the remaining outstanding stock of two strategic investments - Fusus L.L.C. ("Fusus") and Dedrone Holdings, Inc. ("Dedrone"). Our pre-existing interests had fair values at the acquisition dates of $63.3 million and $112.2 million, respectively. The acquisitions of Fusus and Dedrone resulted in net non-taxable gains of $42.3 million and $51.6 million related to the existing strategic equity investments and call options in Fusus and Dedrone, respectively. For additional discussion, refer to Note 21.

Additionally, as a result of an observable price change for a separate strategic investee, we recognized an unrealized gain of $75.6 million for the strategic investment and related warrants in other income (loss), net on our consolidated statement of operations during the year ended December 31, 2024.

For the debt security strategic investment, we recognized an unrealized gain of $1.1 million for the entire hybrid instrument in other income (loss), net on our consolidated statement of operations during the year ended December 31, 2024.

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| | Inception to date | | | | |
|---|---|---|---|---|---|
| | Equity investments | Warrants | Call options | Debt investments | Total |
| Investments | $ 325,105 | $ 6,235 | $ 17,232 | $ 7,500 | $ 356,072 |
| Fair value adjustments: | | | | | |
| Realized gains (losses) on strategic investment transactions, net | 107,741 | — | (4,279) | — | 103,462 |
| Cumulative unrealized gains (losses) | 63,203 | 88,298 | (893) | 1,084 | 151,692 |
| Exercises | (161,905) | (90,165) | (12,060) | — | (264,130) |
| Sales | (14,546) | — | — | — | (14,546) |
| Balance, end of period | $ 319,598 | $ 4,368 | $ — | $ 8,584 | $ 332,550 |

Strategic investment cumulative unrealized net gains are comprised of upward adjustments of $240.7 million and downward adjustments and impairments of $89.0 million.

**Note 9 - Variable Interest Entities**

We evaluate our investments and other significant relationships to determine whether any investee is a variable interest entity ("VIE"). If we conclude that an investee is a VIE, we evaluate our power to direct the activities of the investee, our obligation to absorb the expected losses of the investee and our right to receive the expected residual returns of the investee to determine whether we are the primary beneficiary of the investee. If we are the primary beneficiary of a VIE, we will consolidate such entity and reflect the non-controlling interest of other beneficiaries of that entity.

We determine whether we are the primary beneficiary of a VIE by performing an analysis that principally considers:

- The VIE's purpose, design, and risks the VIE was designed to create and pass through to its variable interest holders;
- The VIE's capital structure;
- The terms between the VIE and its variable interest holders and other parties involved with the VIE; and
- Related party affiliations.

As of December 31, 2024 and December 31, 2023, the unconsolidated non-public VIEs in which we hold variable interests were as follows (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Carrying value of variable interest - assets[(1)] | $ 25,171 | $ 4,986 |

(1) Balance reflects the maximum exposure to loss, which is limited to the carrying value of the interest.

The primary purpose of our U.S.-based, unconsolidated VIE investments is to create strategic partnerships with market-leading providers of law enforcement technology solutions. We present all variable interests in unconsolidated VIEs as strategic investments within the long-term assets section of the consolidated balance sheets.

We have provided financial support to the unconsolidated VIEs in exchange for investments in debt and preferred equity securities as well as warrants and call options that give us the ability to commit additional capital over time. Financial support provided to the unconsolidated VIEs is used to continue to finance their operations.

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**Note 10 - Other Long-Term Assets**

Other long-term assets consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Deferred commissions | $ 154,894 | $ 119,084 |
| Operating lease assets | 44,567 | 36,155 |
| Deferred cost of goods sold | 14,123 | 14,388 |
| Cash surrender value of corporate-owned life insurance policies | 8,398 | 7,558 |
| Deferred implementation costs | 1,305 | 2,175 |
| Prepaid expenses, deposits and other | 14,333 | 11,671 |
| Total other long-term assets | $ 237,620 | $ 191,031 |

**Note 11 - Accrued Liabilities**

Accrued liabilities consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Accrued commissions | $ 88,237 | $ 58,641 |
| Accrued bonus | 59,780 | 56,188 |
| Accrued income and other taxes | 27,863 | 5,784 |
| Accrued salaries and benefits | 25,233 | 10,807 |
| Accrued inventory in transit | 13,101 | 12,197 |
| Accrued cloud hosting fees | 10,673 | 8,530 |
| Accrued warranty expense | 8,284 | 7,374 |
| Accrued consulting and IT fees | 7,846 | 5,421 |
| Other accrued expenses | 38,176 | 28,608 |
| Total accrued liabilities | $ 279,193 | $ 193,550 |

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**Note 12 – Convertible Senior Notes**

***2027 Notes***

In December 2022, we issued $690.0 million aggregate principal amount of our 2027 Notes (the "Notes") in a private offering, which aggregate principal amount included the exercise in full of the initial purchasers' option to purchase up to an additional $90.0 million principal amount of the Notes. The Notes mature on December 15, 2027 and bear interest at a fixed rate of 0.50% per annum, payable semiannually in arrears on June 15 and December 15 of each year, beginning on June 15, 2023. The total net proceeds from the issuance of the Notes, after deducting initial purchasers' discounts and commissions and estimated debt issuance costs of $16.2 million, were approximately $673.8 million. The effective interest rate for the Notes was 0.99% and included interest payable and amortization of debt issuance cost.

The terms of the Notes allow for conversion into common stock, cash, or a combination of cash and common stock, at our option. On or after December 22, 2025, we may redeem for cash all or any portion of the notes in accordance with the optional redemption terms of the convertible debt agreement.

| | December 31, 2024 | | | |
|---|---|---|---|---|
| | Maturity Date | Initial Conversion Price per Share | Initial Conversion Rate per $1,000 Par Value | Initial Number of Shares |
| 2027 Notes | December 15, 2027 | $228.73 | 4.3720 shares | 3,016,680 |

The notes are convertible, in multiples of $1,000 principal amount, at the option of the holders prior to the close of business on the business day immediately preceding September 15, 2027 only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ending on March 31, 2023 (and only during such fiscal quarter), if the last reported sale price per common stock exceeds 130% of the conversion price for each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter;
- any time preceding September 15, 2027, when during the five consecutive business days immediately after any 10 consecutive trading day period (the "Measurement Period"), if the trading price per $1,000 principal amount of Notes for each trading day of the Measurement Period was less than 98% of the product of the last reported sale price per share of common stock on such trading day and the conversion rate on such trading day;
- upon the occurrence of certain corporate events or distributions on our ordinary shares, as provided in the indenture governing the Notes;
- if we call the Notes for redemption; or any time from, and including, September 15, 2027 until the close of business on the second scheduled trading day immediately before the maturity date

If we undergo a fundamental change (as defined in the indenture governing the Notes), holders may require us to repurchase for cash all or any portion of their Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest, if any, up to but excluding the fundamental change repurchase date. In addition, following certain corporate events or if we issue a notice of redemption, it will increase the conversion rate for holders who elect to convert their Notes in connection with such corporate event or during the relevant redemption period.

The following table summarizes the carrying value of the Notes (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Principal | $ 690,000 | $ 690,000 |
| Unamortized debt issuance costs | (9,711) | (12,887) |
| Convertible notes carrying amount, net | $ 680,289 | $ 677,113 |

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We consider the fair value of the Notes to be a Level 2 measurement. The estimated fair value of the Notes at December 31, 2024 and December 31, 2023 is based on the closing trading price per $1,000 of the Notes as of the last day of trading for each period as follows (in millions):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| 2027 Notes | $ 1,798.5 | $ 873.3 |

Interest expense related to the Notes was as follows (in thousands):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Contractual interest expense | $ 3,451 | $ 3,450 |
| Amortization of debt issuance costs | 3,176 | 3,126 |
| Total interest expense | $ 6,627 | $ 6,576 |

***Note Hedge***

To reduce the impact of potential economic dilution upon conversion of the Notes, we entered into a convertible note hedge transaction (the "Note Hedge" or "2027 Note Hedge") with certain investment banks, with respect to our common stock, concurrently with the issuance of the 2027 Notes.

| | Purchase Price | Shares Purchased |
|---|---|---|
| 2027 Note Hedge | $ 194,994 | 3,016,680 |

The Note Hedge covers shares of our common stock at a strike price per share that corresponds to the initial conversion price of the respective Notes, subject to adjustment, and is exercisable upon conversion of the Notes. If exercised, we may elect to receive cash, shares of our common stock, or a combination of cash and shares. We have accounted for the aggregate amount of purchase price for the Note Hedge as a reduction to additional paid-in capital. The Note Hedge will expire upon the maturity of the Notes. The Note Hedge is intended to reduce the potential economic dilution upon conversion of the Notes in the event that the market value per share of our common stock at the time of exercise is greater than the conversion price of the Notes. The Note Hedge is a separate transaction and is not part of the terms of the Notes. Holders of the Notes do not have any rights with respect to the Note Hedge. The Note Hedge does not impact earnings per share, as it was entered into to offset any dilution from the Notes. As of December 31, 2024, 3,016,680 shares remain subject to the Note Hedge.

***Note Warrants***

| | Proceeds | Shares | Strike Price | First Expiration |
|---|---|---|---|---|
| 2027 Warrants | $ 124,269 | 3,016,680 | $ 338.86 | March 15, 2028 |

Separately, we entered into warrant transactions with certain investment banks, whereby we sold warrants to acquire, subject to adjustment, the number of shares of our common stock shown in the table above. If the average market value per share of our common stock exceeds the strike price of the Warrants, such Warrants would have a dilutive effect on our earnings per share to the extent we report net income. According to the terms of the Warrants, the Warrants will be automatically exercised over a 60-trading day period beginning on the first expiration date as set forth above.

**Note 13 - Commitments and Contingencies**

***Cloud Service Commitments***

In June 2022, we entered into a purchase agreement for cloud hosting with a six year term beginning July 1, 2022. The purchase agreement includes a total commitment of $425.0 million. Storage fees under this agreement were $81.9 million for the year ended December 31, 2024. The remaining purchase commitment at December 31, 2024 was $265.5 million.

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***Purchase Commitments***

We routinely enter into cancelable and non-cancelable purchase orders with many of our key vendors. Based on the strategic relationships with many of these vendors, our ability to cancel these purchase orders and maintain a favorable relationship would be limited. As of December 31, 2024, we had approximately $637.5 million of open purchase orders and $272.1 million of other purchase obligations, inclusive of the data storage commitment noted above.

***Product Litigation***

As a manufacturer of weapons and other law enforcement tools used in high-risk field environments, we are often the subject of products liability litigation concerning the use of our products. We are currently named as a defendant in two such lawsuits in which the plaintiffs allege either wrongful death or personal injury in situations in which a TASER CED was used by law enforcement officers in connection with arrests or training. While the facts vary from case to case, these product liability claims typically allege defective product design, manufacturing, and/or failure to warn. They seek compensatory and sometimes punitive damages, often in unspecified amounts.

We continue to aggressively defend all product litigation. As a general rule, it is our policy not to settle suspect injury or death cases. Exceptions are sometimes made where the settlement is strategically beneficial to us. Due to the confidential nature of our litigation strategy and the confidentiality agreements that are executed in the event of a settlement, we do not identify or comment on specific settlements by case or amount. Based on current information, we do not believe that the outcome of any such legal proceeding will have a material effect on our financial position, results of operations or cash flows. We are self-insured for the first $5.0 million of any product claim made after 2014. No judgment or settlement has ever exceeded this amount in any products liability case. We continue to maintain product liability insurance coverage, including an insurance policy fronting arrangement, above our self-insured retention with various limits depending on the policy period.

***Other Matters***

Despite the FTC's dismissal of its administrative enforcement complaint against Axon without consent decree or other condition in October 2023, other parties continue to allege that Axon's May 2018 acquisition of an insolvent body camera competitor, Vievu LLC, was anticompetitive. Two purported antitrust lawsuits based largely on the FTC's unproven allegations are pending in the District of New Jersey (Case No. 3:23-cv-7182) and District of Arizona (Case No. 2:24-cv-01869-SMB). Axon denies all allegations of anticompetitive or other misconduct and is vigorously defending the cases.

Pending in the Eastern District of Virginia (Case No. 1:24-CV-01625) is a patent infringement suit filed by Airspace Systems, Inc. against Dedrone Holdings, Inc. involving certain drone technology. After Axon acquired Dedrone on October 1, 2024, Airspace amended its complaint and added Axon as a defendant. Axon and Dedrone deny infringement and further contend that the three asserted patents are invalid and/or contain patent ineligible subject matter.

***General***

From time to time, we are notified that we may be a party to a lawsuit or that a claim is being made against us. After carefully assessing the claim, and assuming we determine that we are not at fault or we disagree with the damages or relief demanded, we vigorously defend any lawsuit filed against us. We record a liability when losses are deemed probable and reasonably estimable. When losses are deemed reasonably possible but not probable, we determine whether it is possible to provide an estimate of the amount of the loss or range of possible losses for the claim, if material for disclosure. In evaluating matters for accrual and disclosure purposes, we take into consideration factors such as our historical experience with matters of a similar nature, the specific facts and circumstances asserted, the likelihood of our prevailing, the availability of insurance, and the severity of any potential loss. We reevaluate and update accruals as matters progress over time.

Based on our assessment of outstanding litigation and claims as of December 31, 2024, we have determined that it is not reasonably possible that these losses, if any, from lawsuits will individually, or in the aggregate, materially affect our results of operations, financial condition or cash flows. However, the outcome of any litigation is inherently uncertain and there can be no assurance that any expense, liability or damages that may ultimately result from the resolution of these matters will be covered by our insurance or will not be in excess of amounts recognized or provided by insurance coverage and will not have a material adverse effect on our operating results, financial condition or cash flows.

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***Off-Balance Sheet Arrangements***

Under certain circumstances, we use letters of credit and surety bonds to guarantee our performance under various contracts, principally in connection with the installation and integration of Axon cameras and related technologies. Certain of our letters of credit and surety bonds have stated expiration dates with others being released as the contractual performance terms are completed. At December 31, 2024, we had outstanding letters of credit issued under our credit facility of $7.8 million that are expected to expire through 2026. We also had outstanding letters of credit of $0.1 million that do not draw against our credit facility. Additionally, we had $20.9 million of outstanding surety bonds as of December 31, 2024, with expiration dates ranging through 2029.

**Note 14 - Income Taxes**

Income before provision (benefit) for income taxes included the following components for the years ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| United States | $ 357,484 | $ 134,509 | $ 191,353 |
| Foreign | 24,020 | 22,552 | 4,885 |
| Total | $ 381,504 | $ 157,061 | $ 196,238 |

Significant components of the provision (benefit) for income taxes were as follows for the years ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Current: | | | |
| Federal | $ 60,924 | $ 33,084 | $ 10,804 |
| State | 18,298 | 10,371 | 10,118 |
| Foreign | 3,388 | 2,804 | 2,892 |
| Total current | 82,610 | 46,259 | 23,814 |
| Deferred: | | | |
| Federal | (63,073) | (60,673) | 26,180 |
| State | (20,838) | (9,172) | (2,015) |
| Foreign | (1,815) | 89 | (2,146) |
| Total deferred | (85,726) | (69,756) | 22,019 |
| Tax impact of unrecorded tax benefits liability | 7,586 | 4,775 | 3,475 |
| Provision for (benefit from) income taxes | $ 4,470 | $ (18,722) | $ 49,308 |

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A reconciliation of our effective income tax rate to the federal statutory rate follows for the years ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Federal income tax at the statutory rate | $ 80,120 | $ 32,983 | $ 41,224 |
| Excess stock-based compensation benefit | (83,748) | (106,522) | (4,616) |
| Executive compensation limitation | 51,858 | 77,350 | 5,784 |
| R&D credits | (36,571) | (26,204) | (13,340) |
| Nontaxable gain on investments | (19,727) | — | — |
| Change in unrecognized tax benefits | 7,356 | 4,351 | 3,215 |
| Other permanent differences | 5,176 | 1,201 | 1,118 |
| Global intangible low-taxed income | 3,081 | 1,890 | 653 |
| Foreign derived intangible income deduction | (2,558) | (961) | (2,597) |
| Foreign tax credit | (1,914) | (1,922) | — |
| State income taxes, net of federal benefit | 1,713 | 3,730 | 7,915 |
| Change in valuation allowance | (903) | (4,695) | 10,216 |
| Tax effects of intercompany transactions | (222) | (2,033) | (417) |
| Difference between statutory and foreign tax rates | 801 | 1,013 | (428) |
| Other | 8 | 1,097 | 581 |
| Provision for (benefit from) income taxes | $ 4,470 | $ (18,722) | $ 49,308 |
| Effective tax rate | 1.2 % | (11.9)% | 25.1 % |

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Significant components of our deferred income tax assets and liabilities are as follows at December 31, 2024 and December 31, 2023 (in thousands):

| | 2024 | 2023 |
|---|---|---|
| Deferred income tax assets: | | |
| R&D capitalization, net | $ 193,265 | $ 99,746 |
| Deferred revenue | 66,948 | 59,443 |
| Stock-based compensation | 51,088 | 10,544 |
| Convertible debt, net | 31,603 | 39,649 |
| Reserves, accruals, and other | 21,634 | 12,264 |
| R&D tax credit carryforward | 19,100 | 16,554 |
| Net operating loss carryforward | 17,824 | 2,115 |
| Accrued bonus | 12,101 | 11,253 |
| Lease liability | 11,966 | 9,664 |
| Inventory reserve | 5,794 | 1,986 |
| Deferred compensation | 4,021 | 2,803 |
| Strategic investments | — | 6,109 |
| Amortization | — | 4,425 |
| Total gross deferred tax assets | 435,344 | 276,555 |
| Valuation allowance | (23,054) | (21,600) |
| Total deferred income tax assets, net of valuation allowance | 412,290 | 254,955 |
| Deferred income tax liabilities: | | |
| Strategic investments | (42,260) | — |
| Amortization | (36,185) | — |
| Depreciation | (16,739) | (14,575) |
| Right of use asset | (10,639) | (8,404) |
| Prepaid expenses | (2,874) | (2,223) |
| Customer contract asset | (1,174) | (690) |
| Goodwill amortization | (509) | (314) |
| Other | — | (965) |
| Total deferred income tax liabilities | (110,380) | (27,171) |
| Net deferred income tax assets | $ 301,910 | $ 227,784 |
| | | |
| Deferred taxes are reflected in the consolidated balance sheet as follows: | | |
| Non-current tax assets (included in deferred tax asset, net) | 304,282 | 227,784 |
| Non-current tax liabilities (included in other long-term liabilities) | (2,372) | — |
| Total | $ 301,910 | $ 227,784 |

The following table presents the valuation allowance activity for years ended December 31, 2024, 2023 and 2022 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Balance, beginning of period | $ 21,600 | $ 26,368 | $ 16,168 |
| Tax provision (benefit) | (576) | (4,262) | 10,409 |
| Deductions charged to tax provision / benefit | (327) | (505) | (164) |
| Additions (reversals) to other accounts | 2,357 | (1) | (45) |
| Balance, end of period | $ 23,054 | $ 21,600 | $ 26,368 |

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As of December 31, 2024, we have recorded a net tax benefit totaling $17.8 million for U.S. federal, state, and foreign net operating loss carryforwards ("NOLs"). As of December 31, 2024, $15.5 million of NOLs may be carried forward indefinitely while the remaining $2.3 million will begin to expire at various times from 2036 through 2044. As of December 31, 2024, we have a total of $26.1 million state (net of federal benefit) R&D credit carryforwards available to offset future income taxes. A total of $2.5 million of the state R&D credits may be carried forward indefinitely while the remaining $23.6 million will begin to expire at various times from 2025 through 2044.

As of December 31, 2024, we anticipate sufficient future pre-tax book income to realize a significant portion of our deferred tax assets. However, as we have Arizona R&D tax credits expiring unutilized each year, unrealized investment losses for which realization is uncertain, and specific identified intangibles with an indefinite life, we have recorded a 23.1 million valuation allowance against these specific deferred tax assets as of December 31, 2024.

The net change in total valuation allowance for the years ended December 31, 2024, and 2023 was an increase of $1.5 million and decrease of $4.8 million, respectively. The valuation allowance changes are driven primarily by certain state R&D tax credits that are expected to expire unutilized, acquired state NOLs, and movement in deferred tax assets associated with unrealized investment losses and transaction costs incurred in connection with certain investments that are not more likely than not to be realized. Of the net change in the valuation allowance in 2024 and 2023, a decrease of $0.9 million and $4.8 million, respectively, was recorded to tax expense and an increase of $2.4 million and $0 million, respectively, was recorded through the consolidated balance sheet.

We consider the undistributed earnings of certain non-U.S. subsidiaries to be indefinitely reinvested outside of the United States based on estimates that future domestic cash generation will be sufficient to meet future domestic cash needs and our specific plans for reinvestment of those subsidiary earnings. We project that our foreign earnings will be utilized offshore for working capital and future foreign growth and we have not made a provision for U.S. or additional foreign withholding taxes of the excess of the amount for financial reporting over the tax basis of investments in foreign subsidiaries that is indefinitely reinvested. Generally, such amounts become subject to U.S. taxation upon the remittance of dividends and under certain other circumstances. We have estimated the amount of deferred tax liability related to investments in these foreign subsidiaries undistributed earnings is approximately $1.1 million. If we decide to repatriate the undistributed foreign earnings, we will recognize the income tax effects in the period we change our assertion on indefinite reinvestment.

We complete R&D tax credit studies for each year that an R&D tax credit is claimed for federal and state income tax purposes. We have made the determination that it is not more likely than not that the full benefit of the R&D tax credit will be sustained on examination. As such, we recorded a liability for unrecognized tax benefits of $32.7 million as of December 31, 2024. We expect the amount of the unrecognized tax benefit to decrease by approximately $9.0 million within the next 12 months due to statute of limitations expirations. Should the unrecognized benefit of $32.7 million be recognized, our effective tax rate would be favorably impacted.

The following table presents a roll forward of our liability for unrecognized tax benefits, exclusive of accrued interest, as of December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Balance, beginning of period | $ 25,754 | $ 21,492 | $ 18,249 |
| Increase (decrease) in previous year tax positions | 501 | (215) | 232 |
| Increase in current year tax positions | 7,313 | 6,963 | 3,343 |
| Decrease due to lapse of statute of limitations | (842) | (2,486) | (332) |
| Balance, end of period | $ 32,726 | $ 25,754 | $ 21,492 |

Federal income tax returns for 2021 through 2023 remain open to examination by the U.S. Internal Revenue Service, while state and local income tax returns for 2020 through 2023 also generally remain open to examination by state taxing authorities. The 2010 through 2019 state and local income tax returns are only open to the extent that net operating losses or other tax attributes carrying

forward from those years were utilized in 2020 through 2023. The foreign tax returns for 2020 through 2023 also generally remain open to examination, although some foreign jurisdictions can audit returns up to ten years.

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We recognize interest and penalties related to unrecognized tax benefits within the provision (benefit) for income tax expense line in the consolidated statements of operations and comprehensive income. We have recognized expense (benefit), before federal tax impact, related to interest of $1.2 million, $0.3 million, and $0.1 million in 2024, 2023, and 2022 respectively. As of December 31, 2024, and 2023, we had accrued interest of $1.8 million and $0.6 million, respectively.

As part of the OECD global minimum tax framework, certain jurisdictions in which we operate have enacted or are in the process of implementing top-up tax provisions under Pillar Two. We have assessed the impact of these regulations on our tax position and included an immaterial adjustment in our income tax provision as of December 31, 2024. We continue to monitor legislative developments and will assess potential future impacts as additional guidance and implementation details become available.

**Note 15 - Line of Credit**

In December 2022, we entered into a credit agreement that provides for a senior unsecured multi-currency revolving credit facility (the "Credit Agreement") in an aggregate principal amount of up to $200.0 million, $30.0 million of which is available for the issuance of letters of credit. The Credit Agreement will mature on the earlier of December 15, 2027 or the date that is six months prior to the stated maturity date of the 2027 Notes unless the Notes have been redeemed, repurchased, converted or defeased in full. Additionally, the credit agreement has an accordion feature that allows for an increase in the total line of credit up to $300.0 million, in each lender's sole discretion.

As of December 31, 2024, and 2023, respectively, no amounts were drawn under the Credit Agreement. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit. As of December 31, 2024, we had letters of credit outstanding of approximately $7.8 million under the facility and available borrowing of $192.2 million, excluding amounts available under the accordion feature. Advances under the line of credit bear interest at Term SOFR plus 1.25 to 1.75% per year determined in accordance with a pricing grid based on our net debt to earnings before interest expense, taxes, depreciation and amortization ("EBITDA") ratio, which for the purposes of the Credit Agreement excludes investment interest income. "SOFR" is defined as a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York or a successor administrator of the secured overnight financing rate.

We are required to comply with a net leverage ratio, defined as consolidated total indebtedness to EBITDA, of no greater than 3.50 to 1.00 based upon a trailing four fiscal quarter period. At December 31, 2024, our net leverage ratio was (0.17) to 1.00. Additionally, we must comply with a consolidated interest coverage ratio, defined as EBITDA to consolidated interest expense, of no less than 3.50 to 1.00 based upon a trailing four fiscal quarter end. At December 31, 2024, our consolidated interest coverage ratio was 71.07 to 1.00.

**Note 16 - Stockholders' Equity**

***Common Stock and Preferred Stock***

We have authorized the issuance of two classes of stock designated as "common stock" and "preferred stock," each having a par value of $0.00001 per share. We are authorized to issue 200 million shares of common stock and 25 million shares of preferred stock.

***2018 CEO Performance Award***

As of December 31, 2024, no unrecognized stock-based compensation expense remained under the 2018 CEO Performance Award. Furthermore, no performance-based stock options were awarded during the years ended December 31, 2024, 2023 or 2022.

***2024 Employee XSP and 2024 CEO Performance Award***

The 2024 Employee XSP includes an approved pool of 4.5 million shares of common stock reserved for grants of XSUs to employees. A total of approximately 4.1 million XSUs were granted in the year ended December 31, 2024. The

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program includes seven substantially equal tranches that will vest upon certification by the Compensation Committee upon achievement of three independent vesting conditions, described in the following table:

| | Operational Goals[1] *(in millions)* | | | | | | Minimum Service Requirement | | |
|---|---|---|---|---|---|---|---|---|---|
| Tranche | Revenue | | Adj. EBITDA[2] | | Stock Price Goal | | Employee XSP | CEO Award | Goal Expiration |
| 1 | $1,834 | *or* | $382 | *and* | $247.40 | *and* | June 2025 | December 2028 | December 31, 2026 |
| 2 | 2,293 | *or* | 497 | *and* | 309.25 | *and* | December 2025 | December 2028 | December 31, 2027 |
| 3 | 2,866 | *or* | 644 | *and* | 386.56 | *and* | June 2026 | December 2029 | December 31, 2028 |
| 4 | 3,583 | *or* | 834 | *and* | 483.20 | *and* | December 2026 | December 2029 | December 31, 2029 |
| 5 | 4,479 | *or* | 1,077 | *and* | 604.00 | *and* | June 2027 | December 2030 | December 31, 2030 |
| 6 | 5,599 | *or* | 1,389 | *and* | 755.00 | *and* | December 2027 | December 2030 | December 31, 2031 |
| 7 | 6,999 | *or* | 1,739 | *and* | 943.75 | *and* | June 2028 | December 2030 | December 31, 2032 |

(1) Operational goals are measured, as of any date, for the previous four consecutive fiscal quarters, beginning with the Company's first full fiscal quarter ending after the fiscal quarter in which the grant date occurred

(2) In connection with certain acquisitions which were completed during fiscal year 2024, the Adjusted EBITDA goals were adjusted as required by the terms of the 2024 Employee XSP and 2024 CEO Performance Award

Additionally, 679,102 XSUs were granted to our CEO, Patrick W. Smith, pursuant to the terms of the 2024 CEO Performance Award. The stock price goals and operational goals applicable to the 2024 CEO Performance Award are identical to those under the 2024 Employee XSP described above, but Mr. Smith is subject to a longer minimum required service period.

***Restricted Stock Units***

The following table summarizes RSU activity for the years ended December 31 (number of units and aggregate intrinsic value in thousands):

| | 2024 | | 2023 | | 2022 | |
|---|---|---|---|---|---|---|
| | Number of Units | Weighted Average Grant-Date Fair Value | Number of Units | Weighted Average Grant-Date Fair Value | Number of Units | Weighted Average Grant-Date Fair Value |
| Units outstanding, beginning of year | 1,615 | $ 193.09 | 1,565 | $ 145.48 | 1,115 | $ 133.40 |
| Granted | 1,131 | 440.76 | 915 | 227.62 | 1,142 | 143.03 |
| Released | (909) | 196.35 | (740) | 140.81 | (541) | 117.49 |
| Forfeited | (153) | 208.12 | (125) | 157.95 | (151) | 138.99 |
| Units outstanding, end of year | 1,684 | 356.31 | 1,615 | 193.09 | 1,565 | 145.48 |
| Aggregate intrinsic value at year end | $ 1,000,769 | | | | | |

Aggregate intrinsic value represents our closing stock price on the last trading day of the period, which was $594.32 per share, multiplied by the number of RSUs outstanding. The fair value as of the respective vesting dates of RSUs that vested during the year was $426.3 million, $161.7 million, and $84.9 million for the years ended December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024, we had $530.4 million of total unrecognized stock-based compensation expense related to RSUs under our stock plans for shares that are expected to vest. We expect to recognize the cost related to the RSUs over a weighted average period of 2.31 years. Shares underlying RSUs are generally released when vesting requirements are met.

Certain RSUs that vested in the year ended December 31, 2024 were net-share settled, such that we withheld shares to cover the employees' tax obligations for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. Total shares withheld related to RSUs during 2024 were 122,020 and had a value of approximately $58.1 million on their respective vesting dates as determined by the closing stock price on such dates.

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Payments for the employees' tax obligations are reflected as a financing activity within the consolidated statements of cash flows. We record a liability for the tax withholding to be paid by us as a reduction to additional paid-in capital.

***Performance Stock Units***

The following table summarizes PSU activity, inclusive of XSUs, for the years ended December 31 (number of units and aggregate intrinsic value in thousands):

| | 2024 | | 2023 | | 2022 | |
|---|---|---|---|---|---|---|
| | Number of Units | Weighted Average Grant-Date Fair Value | Number of Units | Weighted Average Grant-Date Fair Value | Number of Units | Weighted Average Grant-Date Fair Value |
| Units outstanding, beginning of year | 394 | $ 201.61 | 1,369 | $ 43.43 | 1,499 | $ 39.86 |
| Granted | 4,888 | 263.13 | 319 | 218.04 | 158 | 106.57 |
| Released | (23) | 140.90 | (1,238) | 37.98 | (78) | 107.58 |
| Forfeited | (394) | 232.94 | (56) | 48.40 | (210) | 41.62 |
| Units outstanding, end of year | 4,865 | 261.18 | 394 | 201.61 | 1,369 | 43.43 |
| Aggregate intrinsic value at year end | $ 2,891,142 | | | | | |

Aggregate intrinsic value represents our closing stock price on the last trading day of the period, which was $594.32 per share, multiplied by the number of PSUs outstanding. The fair value as of the respective vesting dates of PSUs that vested during the year was $8.4 million, $256.5 million, and $10.2 million for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, there was $756.2 million in total unrecognized stock-based compensation expense related to PSUs under our stock plans for shares that are expected to vest. We expect to recognize the cost related to the PSUs over a weighted average period of 4.24 years. Shares underlying PSUs are released when vesting requirements are met.

Certain PSUs that vested in the year ended December 31, 2024 were net-share settled such that we withheld shares to cover the employees' tax obligations for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. Total shares withheld related to PSUs were approximately 370 and had a value of $0.1 million on their respective vesting dates as determined by the closing stock price on such dates. Payments for the employees' tax obligations are reflected as a financing activity within the consolidated statements of cash flows. We record a liability for the tax withholding to be paid by us as a reduction to additional paid-in capital.

***Stock Option Activity***

The following table summarizes stock option activity for the years ended December 31 (number of options in thousands):

| | 2024 | | 2023 | | 2022 | |
|---|---|---|---|---|---|---|
| | Number of Options | Weighted Average Exercise Price | Number of Options | Weighted Average Exercise Price | Number of Options | Weighted Average Exercise Price |
| Options outstanding, beginning of year | 531 | $ 28.58 | 2,438 | $ 28.58 | 2,438 | $ 28.58 |
| Granted | — | — | — | | — | — |
| Exercised | (510) | 28.58 | (1,907) | 28.58 | — | — |
| Expired / terminated | — | — | — | | — | — |
| Options outstanding, end of year | 21 | 28.58 | 531 | 28.58 | 2,438 | 28.58 |
| Options exercisable, end of year | 21 | 28.58 | 531 | 28.58 | 1,377 | 28.58 |

We did not grant any stock options in 2024, 2023 or 2022. The total intrinsic value of options exercised was $178.1 million and $323.0 million for the years ended December 31, 2024 and 2023, respectively; no options were exercised in the year ending December 31, 2022. The intrinsic value for options exercised was calculated as the difference between the exercise price of the underlying stock option awards and the market price of our common stock on the date of exercise.

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The following table summarizes information about stock options that were fully vested or expected to vest as of December 31, 2024 (number of options in thousands):

| | Options Outstanding | | | Options Exercisable | | |
|---|---|---|---|---|---|---|
| Range of Exercise Price | Number of Options Outstanding | Weighted Average Exercise Price | Average Remaining Contractual Life (Years) | Weighted Number of Options Exercisable | Average Exercise Price | Average Remaining Contractual Life (Years) |
| $28.58 | 21 | $ 28.58 | 3.15 | 21 | $ 28.58 | 3.15 |

The aggregate intrinsic value of options exercisable at December 31, 2024 was $11.8 million. Aggregate intrinsic value represents the difference between the exercise price of the underlying stock option awards and the closing market price of our common stock of $594.32 on the last trading day for the period ending December 31, 2024.

***Stock-based Compensation Expense***

We account for stock-based compensation using the fair-value method. Reported stock-based compensation expense was classified as follows for the years ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Cost of product and service sales | $ 60,089 | $ 6,595 | $ 4,607 |
| Selling, general and administrative expenses | 190,561 | 58,533 | 51,301 |
| Research and development expenses | 131,954 | 66,230 | 50,268 |
| Total stock-based compensation expense | $ 382,604 | $ 131,358 | $ 106,176 |
| Income tax benefit | $ 79,275 | $ 13,509 | $ 25,154 |

***Stock Incentive Plan***

In May 2024, our shareholders approved the Axon Enterprise, Inc. Amended and Restated 2022 Stock Incentive Plan (the "Amended 2022 Plan") authorizing an additional 2.2 million shares, plus remaining available shares under prior plans, for issuance under the Amended 2022 Plan. Combined with the shares of our common stock remaining available under our legacy stock incentive plans, there are 3.2 million shares available for grant as of December 31, 2024.

***At-the-Market Equity Offering***

We participate in an "at-the-market" equity offering program (the "ATM"), pursuant to which we are authorized to sell up to a total of approximately 2.0 million shares of our common stock. During the year ended December 31, 2024, no shares were sold under the ATM. During the year ended December 31, 2023, 467,594 shares of our common stock were sold under the ATM. We generated approximately $96.4 million in aggregate gross proceeds from these sales. Aggregate net proceeds were $94.7 million after deducting related expenses, including commissions to the sales agent and issuance costs of $1.7 million. During the year ended December 31, 2022, no shares were sold under the ATM.

We intend to use the net proceeds from the ATM for general corporate purposes, which may include, among other things, providing capital to satisfy a portion of the tax obligations related to the vesting and settlement of stock compensation awards granted to our executive officers and other employees under our stock plans, to support our growth, and to acquire or invest in product lines, services, technologies or facilities.

***Stock Repurchase Plan***

In February 2016, our Board of Directors authorized a stock repurchase program to acquire up to $50.0 million of our outstanding common stock subject to stock market conditions and corporate considerations. As of December 31, 2024 and 2023, $16.3 million remained available under the plan for future purchases.

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**Note 17 – Accumulated Other Comprehensive Loss**

The following table reflects the changes in accumulated other comprehensive loss, net of tax (in thousands):

| | Unrealized Gains (Losses) on Available-for-Sale Investments [1] | Foreign Currency Translation | Total |
|---|---|---|---|
| **Balance, December 31, 2021** | $ (207) | $ (1,110) | $ (1,317) |
| Other comprehensive loss | (1,044) | (4,818) | (5,862) |
| **Balance, December 31, 2022** | $ (1,251) | $ (5,928) | $ (7,179) |
| Other comprehensive income (loss) | 852 | (4,352) | (3,500) |
| **Balance, December 31, 2023** | $ (399) | $ (10,280) | $ (10,679) |
| Other comprehensive income (loss) | 369 | (7,874) | (7,505) |
| **Balance, December 31, 2024** | $ (30) | $ (18,154) | $ (18,184) |

[1] Amounts are net of immaterial tax impacts

**Note 18 - Leases**

We have operating leases for office space, manufacturing and logistical functions. Operating lease assets and liabilities consisted of the following at December 31, 2024 and December 31, 2023 (in thousands):

| Leases (in thousands) | Classification | December 31, 2024 | December 31, 2023 |
|---|---|---|---|
| **Assets** | | | |
| Operating lease assets | Other assets | $ 44,567 | $ 36,155 |
| **Liabilities** | | | |
| Current | | | |
| Operating | Other current liabilities | $ 9,453 | $ 7,938 |
| Noncurrent | | | |
| Operating | Long-term lease liabilities | 41,383 | 33,550 |
| Total lease liabilities | | $ 50,836 | $ 41,488 |

The components of operating lease expenses were as follows for the years ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Total operating lease expense [1] | $ 14,568 | $ 10,025 | $ 8,703 |

[1] Includes short-term leases, which are immaterial

Supplemental cash flow information related to operating leases were as follows for the year ended December 31 (in thousands):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Cash paid for amounts included in the measurement of lease liabilities: | | | |
| Operating cash flows for operating leases | $ 12,284 | $ 8,846 | $ 9,216 |
| Right-of-use assets obtained in exchange for lease liabilities: | | | |
| Operating leases | $ 14,292 | $ 5,927 | $ 21,815 |

Weighted-average remaining lease term and discount rate at December 31, 2024 and December 31, 2023 were as follows:

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| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Weighted average remaining lease term: | | |
| Operating leases | 7.7 years | 7.1 years |
| Weighted average discount rate: | | |
| Operating leases | 7.60 % | 6.05 % |

Future minimum operating lease payments under non-cancellable leases as of December 31, 2024 were as follows (in thousands):

| | Operating |
|---|---|
| 2025 | 13,791 |
| 2026 | 8,994 |
| 2027 | 6,606 |
| 2028 | 6,120 |
| 2029 | 5,546 |
| Thereafter | 28,409 |
| Total minimum lease payments | 69,466 |
| Less: Amount representing interest | (18,630) |
| Present value of lease payments | $ 50,836 |

**Note 19 - Employee Benefit Plans**

We have a defined contribution profit sharing 401(k) plan for eligible employees, which is qualified under Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended. Employees are entitled to make tax-deferred contributions of their eligible compensation up to the maximum allowed by law. We also sponsor defined contribution plans in certain of our international subsidiaries.

Our matching contributions for all defined contribution plans for the years ended December 31, 2024, 2023 and 2022, were approximately $17.2 million, $14.5 million and $10.9 million, respectively.

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**Note 20 - Segment Data**

Information relative to our reportable segments was as follows (in thousands):

| | For the year ended December 31, 2024 | | |
|---|---|---|---|
| | TASER | Software and Sensors | Total |
| Net sales from products | $ 763,761 | $ 457,531 | $ 1,221,292 |
| Net sales from services | 54,912 | 806,322 | 861,234 |
| Net sales | 818,673 | 1,263,853 | 2,082,526 |
| Cost of sales | 338,642 | 502,504 | 841,146 |
| Other segment items[1] | 34,937 | 39,130 | 74,067 |
| Adjusted gross margin | $ 514,968 | $ 800,479 | $ 1,315,447 |
| Other segment items[1] | | | 74,067 |
| Selling, general and administrative | | | 741,247 |
| Research and development | | | 441,593 |
| Interest income, net | | | 36,595 |
| Other income (loss), net | | | 286,369 |
| Income before provision for income taxes | | | $ 381,504 |

(1) Other segment items includes the adjustment for noncash stock-based compensation expense, amortization of acquired intangible assets, and inventory step-up amortization related to acquisitions to arrive at the profit measure used by the CODM

| | For the year ended December 31, 2023 | | |
|---|---|---|---|
| | TASER | Software and Sensors | Total |
| Net sales from products | $ 577,610 | $ 386,392 | $ 964,002 |
| Net sales from services | 35,900 | 560,797 | 596,697 |
| Net sales | 613,510 | 947,189 | 1,560,699 |
| Cost of sales | 241,977 | 363,269 | 605,246 |
| Other segment items[1] | 2,235 | 7,504 | 9,739 |
| Adjusted gross margin | $ 373,768 | $ 591,424 | $ 965,192 |
| Other segment items[1] | | | 9,739 |
| Selling, general and administrative | | | 494,884 |
| Research and development | | | 303,719 |
| Interest income, net | | | 42,112 |
| Other income (loss), net | | | (41,901) |
| Income before provision for income taxes | | | $ 157,061 |

(1) Other segment items includes the adjustment for noncash stock-based compensation expense and amortization of acquired intangible assets to arrive at the profit measure used by the CODM

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| | For the year ended December 31, 2022 | | |
|---|---|---|---|
| | TASER | Software and Sensors | Total |
| Net sales from products | $ 511,057 | $ 286,120 | $ 797,177 |
| Net sales from services | 19,987 | 369,979 | 389,966 |
| Net sales | 531,044 | 656,099 | 1,187,143 |
| Cost of sales | 195,239 | 265,791 | 461,030 |
| Other segment items[1] | 1,562 | 5,708 | 7,270 |
| Adjusted gross margin | $ 337,367 | $ 396,016 | $ 733,383 |
| Other segment items[1] | | | 7,270 |
| Selling, general and administrative | | | 399,330 |
| Research and development | | | 233,810 |
| Interest income, net | | | 4,294 |
| Other income (loss), net | | | 98,971 |
| Income before provision for income taxes | | | $ 196,238 |

(1) Other segment items includes the adjustment for noncash stock-based compensation expense and amortization of acquired intangible assets to arrive at the profit measure used by the CODM

The following table presents supplemental information included within the measure of profit or loss, adjusted gross margin, reviewed by our CODM (in thousands). There are no other material items presented to our CODM by segment or included within adjusted gross margin for supplemental disclosure.

| | Year Ended December 31, 2024 | | | Year Ended December 31, 2023 | | | Year Ended December 31, 2022 | | |
|---|---|---|---|---|---|---|---|---|---|
| | TASER | Software and Sensors | Total | TASER | Software and Sensors | Total | TASER | Software and Sensors | Total |
| Depreciation and amortization | $ 18,789 | $ 16,592 | $ 35,381 | $ 12,346 | $ 5,223 | $ 17,569 | $ 7,049 | $ 4,082 | $ 11,131 |
| Significant noncash items: | | | | | | | | | |
| Stock-based compensation expense | 34,906 | 25,183 | 60,089 | 2,234 | 4,361 | 6,595 | 1,561 | 3,046 | 4,607 |
| Provisions for inventory | 4,508 | 12,091 | 16,599 | 3,642 | 752 | 4,394 | — | — | — |
| Warranty reserve expense | 4,743 | 849 | 5,592 | 7,325 | 737 | 8,062 | 53 | 145 | 198 |

## Note 21 – Business Combinations

The consolidated financial statements include the operating results of each acquisition from the date of acquisition noted below. Pro forma results of operations and the revenue and net income subsequent to the acquisitions have not been presented because the effects of the acquisitions were not material to our financial results.

Fusus

On January 31, 2024, we acquired the remaining 79.7% interest in Fusus, a global leader in real-time crime center technology, for incremental consideration transferred of approximately $241.3 million (the "Fusus step acquisition"). Our existing 20.3% interest had a fair value at the acquisition date of $63.3 million, which resulted in a non-taxable gain of $42.3 million recorded in other income (loss), net in our consolidated statement of operations. The fair value of the previously held investment was remeasured using Level 3

valuation techniques, which include inputs to the valuation methodology that are considered unobservable and significant to the fair value measurement.

The acquisition expands our ability to aggregate live video, data and sensor feeds, which enhances situational awareness and investigative capabilities for our customers in public safety, education and enterprise. Total acquisition-

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related transaction and integration costs for the years ended December 31, 2024 and 2023 were $4.7 million and $2.6 million, respectively. These transaction costs were expensed as incurred in SG&A in our consolidated statements of operations.

The purchase price allocation was subject to revision during the measurement period through the fourth quarter of 2024. Based on the final purchase price allocation, we recorded $249.9 million of goodwill, $72.9 million of identifiable intangible assets, and other net liabilities assumed of $7.8 million, excluding deferred taxes. We also recorded a net deferred tax liability of $10.4 million.

The identifiable intangible assets included $56.6 million of developed technology, $14.4 million of customer relationships, and $1.9 million of trademarks. With the assistance of third-party valuation experts, we calculated the fair values of the intangible assets using the multi-period excess earnings method for the acquired developed technology, the with and without method for the customer relationships, and the relief-from-royalty method for the trademarks. The valuation of acquired intangible assets utilized Level 3 valuation techniques, which include inputs to the valuation methodology that are considered unobservable and significant to the fair value measurement. Significant assumptions used by management in the Fusus developed technology multi-period excess earnings (income valuation) approach were projected revenues, earnings before interest, taxes, and depreciation and amortization (EBITDA) margins, obsolescence technology factor, and the discount rate. The weighted average amortization period of the acquired intangible assets as of the acquisition date was 7.5 years.

The goodwill generated from the acquisition is primarily attributable to synergies that are expected to be achieved from the integration of the business and is not deductible for tax purposes. Consistent with the assignment of goodwill, the consolidated results of Fusus are included in our Software and Sensors operating segment following the acquisition.

Dedrone

On October 1, 2024, we acquired the remaining 79.8% interest in Dedrone, a global leader in air space security, for incremental consideration transferred of approximately $391.1 million, subject to customary purchase price adjustments (the "Dedrone step acquisition"). Our existing 20.2% interest had a fair value at the acquisition date of $112.2 million, which resulted in a non-taxable gain of $51.6 million recorded in other income (loss), net in our consolidated statement of operations. The fair value of the previously held investment was remeasured using Level 3 valuation techniques, which include inputs to the valuation methodology that are considered unobservable and significant to the fair value measurement.

This acquisition represents alignment to our mission and positions us to accelerate the next generation of drone and air space solutions. Total acquisition-related transaction and integration costs were $13.0 million for the year ended December 31, 2024. These transaction costs were expensed as incurred in SG&A in our consolidated statements of operations.

The purchase price allocation is subject to revision during the measurement period for normal closing activities, such as income tax filings and settlement of escrow balances, which is expected to be completed by the third quarter of 2025. Based on the initial purchase price allocation, we recorded $451.1 million of goodwill, $100.5 million of identifiable intangible assets, and other net liabilities assumed of $47.1 million, excluding deferred taxes. We also recorded a net deferred tax liability of $1.2 million.

The identifiable intangible assets included $41.0 million of developed technology, $41.0 million of in-process research and development, $15.0 million of customer relationships, and $3.5 million of trademarks. With the assistance of third-party valuation experts, we calculated the fair values of the intangible assets using the primary method of cost approach for the developed technology and in-process research and development, the with and without method for customer relationships, and the relief-from-royalty method for the trademarks. The valuation of the developed technology and in-process research and development was also supported by an income approach. The valuation of acquired intangible assets utilized Level 3 valuation techniques, which include inputs and assumptions to the valuation methodology that are considered unobservable and significant to the fair value measurement. The significant assumption used by management in the Dedrone developed technology and IPR&D cost approaches was direct development cost build-up. The weighted average amortization period of the acquired intangible assets as of the acquisition date was 5.5 years.

The acquired in-process research and development projects represent projects that are expected to enhance our drone capabilities, have not yet been completed for commercialization, and are required to be classified as indefinite-lived assets

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until their successful completion. These projects are expected to be placed in service and begin amortizing once they are commercialized and begin contributing to our cash inflows during 2025.

The goodwill generated from the acquisition is primarily attributable to synergies that are expected to be achieved from the integration of the business and is not deductible for tax purposes. Consistent with the assignment of goodwill, the consolidated results of Dedrone are included in our Software and Sensors operating segment following the acquisition.

**Note 22 – Subsequent Events**

In February 2025, we entered into a series of transactions to acquire additional equity interests in an existing strategic investee for an aggregate amount of $173.3 million. The closing of one of these transactions is contingent upon regulatory approval that is expected to be received in March 2025.

**Note 23 - Revision of Prior Period Financial Statements**

As discussed in Note 1, in preparing the condensed consolidated financial statements as of and for the three and nine months ended September 30, 2024, we identified errors in our previously issued financial statements related to our historical conclusions of principal vs. agent accounting of certain reseller arrangements under ASC 606 and concluded they were not material to any previously issued financial statements. The identified errors impacted our previously issued 2021 and 2022 annual financial statements, 2023 quarterly and annual financial statements, and 2024 quarterly financial statements through June 30, 2024. Consistent with revising our quarterly financial statements as of September 30, 2024, we made adjustments to the prior period amounts presented in these financial statements accordingly. Furthermore, we made adjustments to correct for other previously identified immaterial errors.

The following tables reflect the impact of the revision to the specific line items presented in our previously reported (a) consolidated balance sheet as of December 31, 2023; (b) consolidated statements of operations and comprehensive income for the years ended December 31, 2023 and December 31, 2022; (c) consolidated statements of stockholders' equity for the years ended December 31, 2023 and December 31, 2022; and (d) consolidated statements of cash flows for the years ended December 31, 2023 and December 31, 2022.

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**Consolidated Balance Sheet**
(in thousands)

| As of December 31, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Accounts and notes receivable, net of allowance of $2,392 as of December 31, 2023 | $ 417,690 | $ (4,729) | $ 412,961 |
| Contract assets, net | 275,779 | 11,453 | 287,232 |
| Prepaid expenses and other current assets | 112,786 | (9,731) | 103,055 |
| Total current assets | 2,396,649 | (3,007) | 2,393,642 |
| Deferred tax assets, net | 229,513 | (1,729) | 227,784 |
| Long-term contract assets, net | 77,710 | 6,672 | 84,382 |
| Other long-term assets | 220,638 | (29,607) | 191,031 |
| **Total assets** | 3,436,845 | (27,671) | 3,409,174 |
| Accounts payable | 88,326 | (22,474) | 65,852 |
| Accrued liabilities | 188,230 | 5,320 | 193,550 |
| Current portion of deferred revenue | 491,691 | (21,276) | 470,415 |
| Total current liabilities | 799,969 | (38,430) | 761,539 |
| Deferred revenue, net of current portion | 281,852 | (10,951) | 270,901 |
| Other long-term liabilities | 2,936 | 17,979 | 20,915 |
| **Total liabilities** | 1,824,811 | (31,402) | 1,793,409 |
| Retained earnings | 431,249 | 3,731 | 434,980 |
| **Total stockholders' equity** | 1,612,034 | 3,731 | 1,615,765 |
| Total liabilities and stockholders' equity | $ 3,436,845 | $ (27,671) | $ 3,409,174 |

**Consolidated Statements of Operations and Comprehensive Income**
(in thousands, except per share data)

| Year Ended December 31, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 967,711 | $ (3,709) | $ 964,002 |
| Net sales from services | 595,680 | 1,017 | 596,697 |
| Net sales | 1,563,391 | (2,692) | 1,560,699 |
| Cost of product sales | 450,718 | (3,010) | 447,708 |
| Cost of service sales | 157,291 | 247 | 157,538 |
| Cost of sales | 608,009 | (2,763) | 605,246 |
| Gross margin | 955,382 | 71 | 955,453 |
| Selling, general and administrative | 496,874 | (1,990) | 494,884 |
| Total operating expenses | 800,593 | (1,990) | 798,603 |
| Income from operations | 154,789 | 2,061 | 156,850 |
| Income before provision for income taxes | 155,000 | 2,061 | 157,061 |
| Provision for (benefit from) income taxes | (19,227) | 505 | (18,722) |
| Net income | $ 174,227 | $ 1,556 | $ 175,783 |
| Net income per common and common equivalent shares - Basic | $ 2.35 | $ 0.02 | $ 2.37 |
| Net income per common and common equivalent shares - Diluted | $ 2.31 | $ 0.02 | $ 2.33 |
| Comprehensive income | $ 170,727 | $ 1,556 | $ 172,283 |

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| Year Ended December 31, 2022 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 801,388 | $ (4,211) | $ 797,177 |
| Net sales from services | 388,547 | 1,419 | 389,966 |
| Net sales | 1,189,935 | (2,792) | 1,187,143 |
| Cost of product sales | 363,219 | (2,310) | 360,909 |
| Cost of service sales | 98,078 | 2,043 | 100,121 |
| Cost of sales | 461,297 | (267) | 461,030 |
| Gross margin | 728,638 | (2,525) | 726,113 |
| Selling, general and administrative | 401,575 | (2,245) | 399,330 |
| Total operating expenses | 635,385 | (2,245) | 633,140 |
| Income from operations | 93,253 | (280) | 92,973 |
| Income before provision for income taxes | 196,518 | (280) | 196,238 |
| Provision for (benefit from) income taxes | 49,379 | (71) | 49,308 |
| Net income | $ 147,139 | $ (209) | $ 146,930 |
| Comprehensive income | $ 141,277 | $ (209) | $ 141,068 |

There was no impact on disclosed basic and diluted income per common and common equivalent shares for the year ended December 31, 2022.

**Consolidated Statements of Stockholders' Equity**
(in thousands)

| | As Reported | | Revision | | As Revised | |
|---|---|---|---|---|---|---|
| | Retained Earnings | Total Stockholders' Equity | Retained Earnings | Total Stockholders' Equity | Retained Earnings | Total Stockholders' Equity |
| **Balance, December 31, 2021** | $ 109,883 | $ 1,047,849 | $ 2,384 | $ 2,384 | $ 112,267 | $ 1,050,233 |
| Net income | 147,139 | 147,139 | (209) | (209) | 146,930 | 146,930 |
| **Balance, December 31, 2022** | 257,022 | 1,268,491 | 2,175 | 2,175 | 259,197 | 1,270,666 |
| Net income | 174,227 | 174,227 | 1,556 | 1,556 | 175,783 | 175,783 |
| **Balance, December 31, 2023** | $ 431,249 | $ 1,612,034 | $ 3,731 | $ 3,731 | $ 434,980 | $ 1,615,765 |

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**Consolidated Statements of Cash Flows**
(in thousands)

| Year Ended December 31, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| **Cash flows from operating activities:** | | | |
| Net income | $ 174,227 | $ 1,556 | $ 175,783 |
| Deferred income taxes | (73,002) | 505 | (72,497) |
| Provision for bad debts and inventory | 1,090 | 4,394 | 5,484 |
| Change in assets and liabilities: | | | |
| Receivables and contract assets | (172,524) | (6,465) | (178,989) |
| Inventory | (71,896) | (5,730) | (77,626) |
| Deferred revenue | 164,043 | (17,224) | 146,819 |
| Accounts payable, accrued and other liabilities | 64,384 | 945 | 65,329 |
| Other - net | (102,370) | 22,019 | (80,351) |
| Net cash provided by operating activities | $ 189,263 | $ — | $ 189,263 |

Other than the impact to the captions noted above, there was no impact on total cash flows from operating activities, or to cash flows from investing or financing activities.

| Year Ended December 31, 2022 | As Reported | Revision | As Revised |
|---|---|---|---|
| **Cash flows from operating activities:** | | | |
| Net income | $ 147,139 | $ (209) | $ 146,930 |
| Deferred income taxes | 22,090 | (71) | 22,019 |
| Provision for bad debts and inventory | 699 | 2 | 701 |
| Change in assets and liabilities: | | | |
| Receivables and contract assets | (73,228) | (4,998) | (78,226) |
| Inventory | (95,987) | 976 | (95,011) |
| Deferred revenue | 159,718 | (4,152) | 155,566 |
| Accounts payable, accrued and other liabilities | 80,757 | 221 | 80,978 |
| Other - net | (52,207) | 8,231 | (43,976) |
| Net cash provided by operating activities | $ 235,361 | $ — | $ 235,361 |

Other than the impact to the captions noted above, there was no impact on total cash flows from operating activities, or to cash flows from investing or financing activities.

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**Note 24 - Impact of Revision on Quarterly Statements of Operations and Comprehensive Income (Unaudited)**

**Condensed Consolidated Statements of Operations and Comprehensive Income**
(in thousands, except per share data)

| | As Reported | |
|---|---|---|
| **Three Months Ended** | **December 31, 2024** | **September 30, 2024** |
| Net sales | $ 575,145 | $ 544,274 |
| Gross margin | 345,849 | 330,747 |
| Income (loss) from operations | (15,755) | 24,081 |
| Net income | 135,184 | 67,025 |
| Net income per common and common equivalent shares - Basic | $ 1.77 | $ 0.89 |
| Net income per common and common equivalent shares - Diluted | $ 1.67 | $ 0.86 |

As discussed within Note 1, we recorded an out of period adjustment in the three months ended December 31, 2024. This adjustment reduced revenue and net income by $5.1 million and $3.7 million, respectively. Of this total adjustment, $3.3 million and $2.3 million for revenue and net income, respectively, pertained to prior fiscal years. These errors originated in prior years and were immaterial to each respective prior period.

| **Three Months Ended June 30, 2024** | **As Reported** | **Revision** | **As Revised** |
|---|---|---|---|
| Net sales from products | $ 295,185 | $ (2,422) | $ 292,763 |
| Net sales from services | 208,914 | 1,559 | 210,473 |
| Net sales | 504,099 | (863) | 503,236 |
| Cost of product sales | 145,154 | (2,527) | 142,627 |
| Cost of service sales | 55,210 | (757) | 54,453 |
| Cost of sales | 200,364 | (3,284) | 197,080 |
| Gross margin | 303,735 | 2,421 | 306,156 |
| Sales, general and administrative | 169,427 | 1,537 | 170,964 |
| Total operating expenses | 270,861 | 1,537 | 272,398 |
| Income from operations | 32,874 | 884 | 33,758 |
| Income before provision for income taxes | 50,590 | 884 | 51,474 |
| Provision for (benefit from) income taxes | 9,793 | 208 | 10,001 |
| Net income | $ 40,797 | $ 676 | $ 41,473 |
| Net income per common and common equivalent shares - Basic | $ 0.54 | $ 0.01 | $ 0.55 |
| Net income per common and common equivalent shares - Diluted | $ 0.53 | $ — | $ 0.53 |
| Comprehensive income | $ 38,189 | $ 676 | $ 38,865 |

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| Three Months Ended March 31, 2024 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 272,048 | $ (1,624) | $ 270,424 |
| Net sales from services | 188,688 | 759 | 189,447 |
| Net sales | 460,736 | (865) | 459,871 |
| Cost of product sales | 151,698 | 462 | 152,160 |
| Cost of service sales | 48,992 | 91 | 49,083 |
| Cost of sales | 200,690 | 553 | 201,243 |
| Gross margin | 260,046 | (1,418) | 258,628 |
| Sales, general and administrative | 152,669 | (1,594) | 151,075 |
| Total operating expenses | 243,766 | (1,594) | 242,172 |
| Income from operations | 16,280 | 176 | 16,456 |
| Income before provision for income taxes | 165,720 | 176 | 165,896 |
| Provision for (benefit from) income taxes | 32,502 | 42 | 32,544 |
| Net income | $ 133,218 | $ 134 | $ 133,352 |
| Net income per common and common equivalent shares - Basic | $ 1.77 | $ — | $ 1.77 |
| Net income per common and common equivalent shares - Diluted | $ 1.73 | $ — | $ 1.73 |
| Comprehensive income | $ 132,311 | $ 134 | $ 132,445 |

| Three Months Ended December 31, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 258,405 | $ (1,966) | $ 256,439 |
| Net sales from services | 173,737 | 200 | 173,937 |
| Net sales | 432,142 | (1,766) | 430,376 |
| Cost of product sales | 125,664 | (1,764) | 123,900 |
| Cost of service sales | 42,591 | (107) | 42,484 |
| Cost of sales | 168,255 | (1,871) | 166,384 |
| Gross margin | 263,887 | 105 | 263,992 |
| Sales, general and administrative | 137,106 | 167 | 137,273 |
| Total operating expenses | 221,078 | 167 | 221,245 |
| Income from operations | 42,809 | (62) | 42,747 |
| Income before provision for income taxes | 55,802 | (62) | 55,740 |
| Provision for (benefit from) income taxes | (1,469) | 148 | (1,321) |
| Net income | $ 57,271 | $ (210) | $ 57,061 |
| Net income per common and common equivalent shares - Basic | $ 0.76 | $ — | $ 0.76 |
| Net income per common and common equivalent shares - Diluted | $ 0.75 | $ — | $ 0.75 |
| Comprehensive income | $ 59,461 | $ (210) | $ 59,251 |

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| Three Months Ended September 30, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 256,443 | $ (1,388) | $ 255,055 |
| Net sales from services | 157,158 | 1,065 | 158,223 |
| Net sales | 413,601 | (323) | 413,278 |
| Cost of product sales | 116,278 | (1,665) | 114,613 |
| Cost of service sales | 42,051 | (42) | 42,009 |
| Cost of sales | 158,329 | (1,707) | 156,622 |
| Gross margin | 255,272 | 1,384 | 256,656 |
| Sales, general and administrative | 123,279 | (922) | 122,357 |
| Total operating expenses | 200,159 | (922) | 199,237 |
| Income from operations | 55,113 | 2,306 | 57,419 |
| Income before provision for income taxes | 69,423 | 2,306 | 71,729 |
| Provision for (benefit from) income taxes | 10,026 | 394 | 10,420 |
| Net income | $ 59,397 | $ 1,912 | $ 61,309 |
| Net income per common and common equivalent shares - Basic | $ 0.79 | $ 0.03 | $ 0.82 |
| Net income per common and common equivalent shares - Diluted | $ 0.78 | $ 0.03 | $ 0.81 |
| Comprehensive income | $ 53,254 | $ 1,912 | $ 55,166 |

| Three Months Ended June 30, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 233,474 | $ 214 | $ 233,688 |
| Net sales from services | 141,131 | (2,115) | 139,016 |
| Net sales | 374,605 | (1,901) | 372,704 |
| Cost of product sales | 101,192 | (254) | 100,938 |
| Cost of service sales | 41,292 | 133 | 41,425 |
| Cost of sales | 142,484 | (121) | 142,363 |
| Gross margin | 232,121 | (1,780) | 230,341 |
| Sales, general and administrative | 119,922 | (614) | 119,308 |
| Total operating expenses | 191,862 | (614) | 191,248 |
| Income from operations | 40,259 | (1,166) | 39,093 |
| Income (loss) before provision for income taxes | (12,109) | (1,166) | (13,275) |
| Provision for (benefit from) income taxes | (24,529) | (260) | (24,789) |
| Net income | $ 12,420 | $ (906) | $ 11,514 |
| Net income per common and common equivalent shares - Basic | $ 0.17 | $ (0.01) | $ 0.16 |
| Net income per common and common equivalent shares - Diluted | $ 0.16 | $ (0.01) | $ 0.15 |
| Comprehensive income | $ 11,013 | $ (906) | $ 10,107 |

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| Three Months Ended March 31, 2023 | As Reported | Revision | As Revised |
|---|---|---|---|
| Net sales from products | $ 219,389 | $ (569) | $ 218,820 |
| Net sales from services | 123,654 | 1,867 | 125,521 |
| Net sales | 343,043 | 1,298 | 344,341 |
| Cost of product sales | 107,584 | 673 | 108,257 |
| Cost of service sales | 31,357 | 263 | 31,620 |
| Cost of sales | 138,941 | 936 | 139,877 |
| Gross margin | 204,102 | 362 | 204,464 |
| Sales, general and administrative | 116,567 | (621) | 115,946 |
| Total operating expenses | 187,494 | (621) | 186,873 |
| Income from operations | 16,608 | 983 | 17,591 |
| Income before provision for income taxes | 41,884 | 983 | 42,867 |
| Provision for (benefit from) income taxes | (3,255) | 223 | (3,032) |
| Net income | $ 45,139 | $ 760 | $ 45,899 |
| Net income per common and common equivalent shares - Basic | $ 0.62 | $ 0.01 | $ 0.63 |
| Net income per common and common equivalent shares - Diluted | $ 0.61 | $ 0.01 | $ 0.62 |
| Comprehensive income | $ 46,999 | $ 760 | $ 47,759 |

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Axon Enterprise, Inc.

**Opinions on the Financial Statements and Internal Control over Financial Reporting**
We have audited the accompanying consolidated balance sheet of Axon Enterprise, Inc. and its subsidiaries (the "Company") as of December 31, 2024, and the related consolidated statements of operations and comprehensive income (loss), of stockholders' equity and of cash flows for the year then ended, 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, 2024, 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, 2024, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO because a material weakness in internal control over financial reporting existed as of that date as the Company did not design and maintain effective controls related to revenue recognition for its customer contracts.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness referred to above is described in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. We considered this material weakness in determining the nature, timing, and extent of audit tests applied in our audit of the 2024 consolidated financial statements, and our opinion regarding the effectiveness of the Company's internal control over financial reporting does not affect our opinion on those consolidated financial statements.

**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 referred to above. 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.

**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

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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 for Certain Products and Services*

As described in Notes 1 and 2 to the consolidated financial statements, the Company's net sales were $2.1 billion for the year ended December 31, 2024, a significant portion of which relates to certain products and services. The Company derives revenue from two primary sources: the sale of physical products and subscriptions to software-as-a-service (SaaS) offerings. To a lesser extent, the Company also recognizes revenue from training, professional services and other software and SaaS services. Revenues are recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Contracts include various combinations of products and services, each of which is generally distinct and accounted for as a separate performance obligation. Performance obligations to deliver products are generally satisfied at the point in time the Company ships the product as this is when the customer obtains control of the asset. Performance obligations to provide the SaaS offerings are generally satisfied over time as the customer receives and consumes the benefits of these services over the stated service period. Products and services may be sold on a standalone basis or as part of a bundle of hardware products and services together. Contracts with other cancellation provisions or optional periods may require judgment in determining the contract term, including the existence of substantive termination penalties, determining transaction price and identifying the performance obligations. Customers may request changes that amend, replace or cancel existing contracts and judgment is required to determine whether these changes should be accounted for as a separate contract or a modification to an existing contract.

The principal considerations for our determination that performing procedures relating to revenue recognition for certain products and services is a critical audit matter are (i) the significant judgment by management in evaluating key terms and conditions in contracts with customers that impact revenue recognition and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to management's evaluation of the key terms and conditions in contracts with customers related to contract term, cancellation provisions, substantive termination penalties, optional periods, and if changes to contracts should be accounted for as separate or modified contracts. As described in the "Opinions on the Financial Statements and Internal Control over Financial Reporting" section, a material weakness was identified related to this matter.

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 contract reviews to identify key terms and conditions in contracts with customers. These procedures also included, among others, for a sample of revenue transactions from certain products and services, (i) evaluating the reasonableness of management's judgments in accounting for the key terms and conditions in the contracts, including evaluating contract term, cancellation provisions, substantive termination penalties, optional periods, and if changes to contracts should be accounted for as separate or modified contracts; (ii) testing revenue recognized by obtaining and inspecting source documents, such as contracts, purchase orders, invoices, proof of transfer of control, and cash receipts; and (iii) confirming a sample of outstanding customer invoice balances as of December 31, 2024 and, for confirmations not returned, obtaining and inspecting source documents, such as contracts, purchase orders, invoices, proof of transfer of control, and subsequent cash receipts.

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*Valuation of Certain Intangible Assets - Acquisitions of Fusus and Dedrone*

As described in Notes 8 and 21 to the consolidated financial statements, during 2024, the Company completed the step acquisitions of its remaining interests in Fusus L.L.C. ("Fusus") and Dedrone Holdings, Inc. ("Dedrone"). The incremental consideration transferred for the Fusus acquisition was $241.3 million, and $56.6 million of developed technology was recorded. The incremental consideration transferred for the Dedrone acquisition was $391.1 million, and $41.0 million of developed technology and $41.0 million of in-process research and development (IPR&D) was recorded. The fair value of the acquired Fusus developed technology was calculated using the multi-period excess earnings method, and significant assumptions used by management were projected revenues, earnings before interest, taxes, and depreciation and amortization (EBITDA) margins, obsolescence technology factor, and the discount rate. The fair value of the acquired Dedrone developed technology and IPR&D were calculated using the cost approach, and the significant assumption used by management was direct development cost build-up.

The principal considerations for our determination that performing procedures relating to the valuation of certain intangible assets acquired in the acquisitions of Fusus and Dedrone is a critical audit matter are (i) the significant judgment by management when developing the fair value estimates of the Fusus developed technology and the Dedrone developed technology and IPR&D intangible assets acquired; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the projected revenues, EBITDA margins, obsolescence technology factor, and discount rate for the Fusus developed technology intangible asset acquired and the direct development cost build-up for the Dedrone development technology and IPR&D intangible assets acquired; 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 the Fusus developed technology and the Dedrone developed technology and IPR&D intangible assets acquired. These procedures also included, among others (i) reading the purchase agreements; (ii) testing management's process for developing the fair value estimates of the Fusus developed technology and the Dedrone developed technology and IPR&D intangible assets acquired; (iii) evaluating the appropriateness of the multi-period excess earnings method used by management for the Fusus developed technology and the cost approach used by management for the Dedrone developed technology and IPR&D; (iv) testing the completeness and accuracy of underlying data used by management in the valuation approaches; (v) and evaluating the reasonableness of significant assumptions used by management related to the projected revenues, EBITDA margins, obsolescence technology factor, and discount rate related to the Fusus developed technology and the direct development cost build-up related to the Dedrone developed technology and IPR&D intangible assets acquired. Evaluating the reasonableness of management's significant assumptions related to the projected revenues and EBITDA margins for the Fusus developed technology and the direct development cost build-up related to the Dedrone developed technology and IPR&D involved considering (i) the past performance of the acquired businesses, (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. Evaluating the reasonableness of management's significant assumption related to obsolescence technology factor for the Fusus developed technology involved considering (i) the consistency with external market data, and (ii) 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 the (i) evaluation of the appropriateness of the multi-period excess earnings method and reasonableness of the obsolescence technology factor and discount rate assumptions used in the valuation of the Fusus developed technology intangible asset acquired and (ii) evaluation of the appropriateness of the cost approach used in the valuation of the Dedrone developed technology and IPR&D intangible assets acquired.

/s/ PricewaterhouseCoopers LLP

Phoenix, Arizona
February 28, 2025
We have served as the Company's auditor since 2024.

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
Axon Enterprise, Inc.

**Opinion on the financial statements**
We have audited the accompanying consolidated balance sheets of Axon Enterprise, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023, the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

**Basis for opinion**
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We served as the Company's auditor from 2005 to 2024
Phoenix, Arizona
February 27, 2024 (except for Note 20, Note 23 and Note 24, as to which the date is February 28, 2025)

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**Item 9.** ***Changes in and Disagreements With Accountants on Accounting and Financial Disclosure***

None.

**Item 9A.** ***Controls and Procedures***

Attached as exhibits to this Form 10-K are certifications of the Chief Executive Officer (as the principal executive officer) and Chief Financial Officer (as the principal financial and accounting officer), which are required in accordance with Rule 13a-14 of the Exchange Act. This section includes information concerning the controls and controls evaluation referred to in the certifications. This section should be read in conjunction with the certifications and the PricewaterhouseCoopers LLP audit report for a more complete understanding of the topics presented. PricewaterhouseCoopers LLP has independently assessed the effectiveness of our internal control over financial reporting as of December 31, 2024 and its report is included in Item 8 of this Form 10-K.

**Evaluation of Disclosure Controls and Procedures**

Our Chief Executive Officer and Chief Financial Officer are responsible for the evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 31, 2024, the end of the period covered by this Annual Report on Form 10-K. Our disclosure controls and procedures are designed to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act, as amended, is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were not effective as of December 31, 2024, as a result of the material weakness in internal control over financial reporting discussed below.

Notwithstanding the material weakness, and based on the additional analyses and other procedures management performed to ensure that its consolidated financial statements included in this Annual Report were prepared in accordance with U.S. GAAP, we have concluded that the consolidated financial statements and other financial information included in this Form 10-K fairly present in all material respects our financial condition, results of operations, and cash flows for the periods presented in conformity with accounting principles generally accepted in the U.S.

**Management's Report on Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2024 based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, management concluded that the Company's internal control over financial reporting was not effective as of December 31, 2024 as a result of the material weakness described below.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The Company did not design and maintain effective controls related to revenue recognition for its customer contracts. Specifically, the Company did not design and maintain controls to update its revenue recognition policies to reflect changes in product offerings or terms and conditions of arrangements with customers to ensure revenue was appropriately recognized and disclosed in accordance with U.S. GAAP. This material weakness resulted in immaterial errors related to revenue, related contract assets and liabilities, and the remaining performance obligations disclosure as of and for each of the interim and annual periods during 2022, 2023 and 2024. Additionally, the material weakness could result in a misstatement of the aforementioned accounts and disclosure that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

Our independent registered public accounting firm, PricewaterhouseCoopers LLP, has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2024 as stated in their report which appears in Item 8 of this Form 10-K.

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**Remediation Plan**

We are committed to maintaining strong internal control over financial reporting. In relation to the material weakness, management, with oversight from the Company's Audit Committee, is in the process of developing and implementing remediation plans in response to the identified material weakness described above. Specifically, the Company is in the process of designing and implementing control activities to ensure there is the appropriate periodic assessment of its revenue accounting policies, and that updates to the polices are made to reflect changes in product offerings or terms and conditions of the arrangements with customers. Additionally, the Company is designing and implementing additional monitoring controls for its existing and new revenue streams. This material weakness will not be considered remediated until the applicable controls operate for a sufficient period of time for management to conclude, through testing, that such controls are operating effectively. Management is committed to the remediation of the material weakness described above, as well as the continued improvement of our internal controls and will continue to review, optimize and enhance financial reporting controls and procedures.

**Changes in Internal Control over Financial Reporting**

There have been no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter ended December 31, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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**Item 9B.** ***Other Information***

**Rule 10b5-1 Director and Officer Trading Arrangements**

The table below describes the contracts, instructions or written plans for the purchase or sale of securities adopted or terminated by our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) during the three months ended December 31, 2024, that are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c).

| Name and Title | Action | Date of Adoption or Termination | Expiration Date | Aggregate Number of Securities to be Sold |
|---|---|---|---|---|
| Patrick W. Smith, *Chief Executive Officer* | Termination[(1)] | December 12, 2024 | December 31, 2025 | 789,071 |
| Jeri Williams, *Director* | Adoption | December 10, 2024 | December 31, 2025 | 964 |
| Patrick W. Smith, *Chief Executive Officer* | Adoption | December 15, 2024 | October 20, 2028 | 150,000 |

(1) Trading arrangement was originally adopted on May 24, 2024

No other Rule 10b5-1 trading arrangements or "non-Rule 10b5-1 trading arrangements" (as defined by Item 408(c) of Regulation S-K) were entered into, modified or terminated by our directors or officers during such period.

**Appointment of Principal Accounting Officer**

We are providing the following disclosure in lieu of filing a Current Report on Form 8-K relating to Item 5.02 (Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers).

On February 27, 2025, the Board of Directors approved the appointment of Jennifer Mak, the Company's Chief Accounting Officer, to serve as the Company's principal accounting officer effective as of April 1, 2025. Brittany Bagley, Chief Operating Officer and Chief Financial Officer, currently serves as both the Company's principal financial officer and principal accounting officer, will continue to serve as the Company's principal accounting officer through March 31, 2025 and will continue to serve as the Company's principal financial officer on an ongoing basis.

Ms. Mak, age 50, joined the Company on September 25, 2023 and has served as the Chief Accounting Officer since that time. Previously, Ms. Mak served at MSCI Inc., as Global Controller and Head of Finance Operations from July 2018 through September 2023. Prior to that, Ms. Mak served at Honeywell International Inc. ("Honeywell"), as Vice President and Controller from April 2016 to June 2018, and as Controller of the Performance Materials and Technologies segment from April 2014 to April 2016. She joined Honeywell in 2010 and served as Assistant Controller of Honeywell from 2011. Ms. Mak earned her Bachelor of Science degree in Accountancy from the University of Illinois at Urbana-Champaign, IL.

Ms. Mak received total cash compensation of $402,195 in her position at the Company from January 1, 2025 through February 28, 2025 consisting of base salary and annual bonus award under the Company's annual cash incentive plan. Ms. Mak received the following compensation and benefits in her position at the Company in 2024: (a) total cash compensation of $579,306 inclusive of base salary, an annual bonus award under the Company's annual cash incentive plan, and reimbursement of certain expenses, (b) 3,532 shares of RSUs, subject to continued service through each vesting date, and (c) 27,344 shares of PSUs as part of our 2024 Employee eXponential Stock Plan.

In connection with her appointment as the Company's principal accounting officer, Ms. Mak will continue receiving a base salary, and be eligible to participate in the Company's annual incentive compensation plans and long-term incentive plans and receive restricted stock unit awards under the Company's 2024 Employee eXponential Stock Plan and the Company's Amended and Restated 2022 Stock Incentive Plan, at levels commensurate with other similarly situated persons at the Company.

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Other than such compensation arrangements, Ms. Mak has no interest in any transactions that would require disclosure pursuant to Item 404(a) of Regulation S-K. The selection of Ms. Mak to serve as the Company's principal accounting officer was not made pursuant to any arrangement or understanding with respect to any other person. There are no family relationships, as defined in Item 401 of Regulation S-K, between Ms. Mak and any of the Company's directors or executive officers.

**Item 9C.** ***Disclosure Regarding Foreign Jurisdictions that Prevent Inspections***

None.

**PART III**

**Item 10.** ***Directors, Executive Officers and Corporate Governance***

The information required to be disclosed by this item is incorporated herein by reference to our definitive proxy statement for the 2025 Annual Meeting of Shareholders (the "2025 Proxy Statement"), which we expect to file with the SEC within 120 days after the end of our fiscal year ended December 31, 2024.

We have adopted insider trading policies and procedures governing the purchase, sale, and other dispositions of securities of Axon by the Company, directors, officers, and employees that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations. Our insider trading policy states, among other things, that the Company and our directors, officers, and employees are prohibited from trading in such securities while in possession of material, nonpublic information. The foregoing summary of our insider trading policies and procedures does not purport to be complete and is qualified by reference to our Insider Trading Policy filed as an exhibit to this Annual Report on Form 10-K.

**Item 11.** ***Executive Compensation***

The information required to be disclosed by this item is incorporated herein by reference to our 2025 Proxy Statement.

**Item 12.** ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

A description of our equity compensation plans approved by our shareholders is included in Note 16 in Part II, Item 8 of this Annual Report on Form 10-K. The following table provides details of our equity compensation plans at December 31, 2024:

| Plan Category | Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a) | Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (b) (1) | Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c) |
|---|---|---|---|
| Equity compensation plans approved by security holders | 6,533,598 | $ 28.58 | 3,201,463 |
| Equity compensation plans not approved by security holders[2] | 35,843 | — | 112,505 |
| Total | 6,569,441 | | 3,313,968 |

(1) The weighted average exercise price is calculated based solely on the exercise prices of the outstanding stock options and does not reflect the shares that will be issued upon the vesting of outstanding awards of RSUs that have no exercise price.

(2) In September 2022, our Board of Directors adopted the Axon Enterprise, Inc. 2022 Stock Inducement Plan (the "2022 Inducement Plan") pursuant to which we reserved 250,000 shares of common stock for issuance under the 2022 Inducement Plan. In September 2019, our Board of Directors adopted the Axon Enterprise, Inc. 2019 Stock Inducement Plan (the "2019 Inducement Plan" and, together with the 2022 Inducement Plan, the "Inducement Plans")

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pursuant to which we reserved 500,000 shares of common stock for issuance under the 2019 Inducement Plan. The Inducement Plans were adopted without shareholder approval pursuant to Rule 5635(c)(4) and Rule 5635(c)(3) of the Nasdaq Listing Rules. Each Inducement Plan provides for the grant of equity-based awards, including restricted stock, RSUs, performance shares and PSUs, and its terms are substantially similar to our shareholder-approved 2022 Plan and 2019 Plan, respectively. In accordance with Rule 5635(c)(4) and Rule 5635(c)(3) of the Nasdaq Listing Rules, awards under each Inducement Plan may only be made to individuals not previously employees or non-employee directors of the Company (or following such individuals' bona fide period of non-employment with the Company), as an inducement material to the individuals' entry into employment with the Company.

All other information required to be disclosed by this item is incorporated herein by reference to our 2025 Proxy Statement.

**Item 13.** ***Certain Relationships and Related Transactions, and Director Independence***

The information required to be disclosed by this item is incorporated herein by reference to our 2025 Proxy Statement.

**Item 14.** ***Principal Accountant Fees and Services***

The information required to be disclosed by this item is incorporated herein by reference to our 2025 Proxy Statement.

**PART IV**

**Item 15.** ***Exhibits, Financial Statement Schedules***

(a) The following documents are filed as part of this report:

1. Consolidated financial statements: All consolidated financial statements as set forth under Part II, Item 8 of this report.
2. Supplementary Financial Statement Schedules: Supplementary schedules have not been included because they are not applicable or because the information is included elsewhere in the consolidated financial statements or notes thereto.
3. Exhibits:

| Exhibit Number | Description |
|---|---|
| 3.1 | Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q, filed August 9, 2022) |
| 3.2 | Bylaws, as amended and restated (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K, filed December 21, 2023) |
| 4.1 | Form of Common Stock Certificate (incorporated by reference to Exhibit 4.2 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658)) |
| 4.2 | Description of Securities of Axon Enterprise, Inc. registered under Section 12 of the Exchange Act (incorporated by reference to Exhibit 4.2 to the Annual Report on Form 10-K, filed February 27, 2024) |
| 4.3 | Indenture, dated as of December 9, 2022, between Axon Enterprise, Inc. and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K, filed December 9, 2022) |
| 4.4 | Form of 0.50% Convertible Senior Note due 2027 (incorporated by reference to Exhibit A in Exhibit 4.1 to the Current Report on Form 8-K, filed December 9, 2022) |
| 10.1+ | Form of Indemnification Agreement between the Company and its directors (incorporated by reference to Exhibit 10.4 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658)) |
| 10.2+ | Form of Indemnification Agreement between the Company and its officers (incorporated by reference to Exhibit 10.5 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658)) |
| 10.3+ | TASER International, Inc. Deferred Compensation Plan (incorporated by reference to Exhibit 10.1 to Form 8-K, filed on July 12, 2013) |

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| Exhibit Number | Description |
|---|---|
| 10.4+ | CEO Performance Award (incorporated by reference to Annex A of the Company's Proxy Statement, filed on April 13, 2018) |
| 10.5+ | Axon Enterprise, Inc. 2019 Stock Incentive Plan (incorporated by reference to Annex A of the Company's Proxy Statement, filed on December 31, 2018) |
| 10.6+ | Axon Enterprise, Inc. 2019 Stock Incentive Plan Exponential Stock Unit Grant Notice (incorporated by reference to Annex B of the Company's Proxy Statement, filed on December 31, 2018) |
| 10.7+ | Executive Employment Agreement by and between Axon Enterprise, Inc. and Joshua M. Isner (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K, filed June 4, 2019) |
| 10.8+ | Executive Employment Agreement by and between Axon Enterprise, Inc. and Jeffrey C. Kunins, dated September 23, 2019 (incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-K, filed February 28, 2020) |
| 10.9+ | Axon Enterprise, Inc. 2019 Stock Inducement Plan (incorporated by reference to Exhibit 99.1 to the registration statement on Form S-8, filed September 23, 2019) |
| 10.10+ | Auction Statement from the Company to the Arizona State Land Department (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q, filed November 6, 2020) |
| 10.11± | Construction Management Agreement, dated February 23, 2022, by and between Axon Enterprise, Inc. and Okland Construction Company, Inc. (incorporated by reference to Exhibit 10.19 to the Annual Report on Form 10-K, filed February 24, 2022) |
| 10.12+ | Axon Enterprise, Inc. 2022 Stock Incentive Plan (incorporated by reference to Annex B of the Company's Proxy Statement, filed April 8, 2022) |
| 10.13+ | Axon Enterprise, Inc. 2022 Stock Inducement Plan (incorporated by reference to Exhibit 99.1 to the registration statement on Form S-8, filed September 23, 2022) |
| 10.14+ | Executive Employment Agreement by and between Axon Enterprise, Inc. and Brittany Bagley (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q, filed November 9, 2022) |
| 10.15 | Form of Convertible Note Hedge Confirmation (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed December 9, 2022) |
| 10.16 | Form of Warrant Confirmation (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed December 9, 2022) |
| 10.17 | Credit Agreement, dated December 15, 2022, by and between Axon Enterprise, Inc. and JPMorgan Chase Bank, N.A. (incorporated by reference to Exhibit 10.24 to the Annual Report on Form 10-K, filed February 28, 2023) |
| 10.18+ | Employment Agreement, dated December 8, 2023, by and between Axon Enterprise, Inc. and Patrick W. Smith (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed December 14, 2023) |
| 10.19+ | Letter Agreement, dated December 8, 2023, by and between Axon Enterprise, Inc. and Patrick W. Smith (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed December 14, 2023) |
| 10.20+ | Axon Enterprise, Inc. Amended and Restated 2022 Stock Incentive Plan, effective as of May 10, 2024 (incorporated by reference to the Definitive Proxy Statement, filed on March 29, 2024). |
| 10.21+ | Axon Enterprise, Inc. eXponential Stock Plan, effective as of May 10, 2024 (incorporated by reference to the Definitive Proxy Statement, filed on March 29, 2024). |
| 10.22+ | 2024 CEO Performance Award, effective as of December 22, 2023 (incorporated by reference to the Definitive Proxy Statement, filed on March 29, 2024). |
| 10.23 | Distribution Agreement, dated May, 2024, by and between Axon Enterprise, Inc. and J.P. Morgan Securities LLC. (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K, filed May 13, 2024) |
| 19.1* | Axon Enterprise, Inc. Insider Trading Policy |
| 21.1* | List of Subsidiaries |
| 23.1* | Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm |
| 23.2* | Consent of Grant Thornton, LLP, independent registered public accounting firm |
| 24.1* | Powers of attorney (see signature page) |
| 31.1* | Principal Executive Officer Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) |
| 31.2* | Principal Financial Officer Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) |

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| Exhibit Number | Description |
|---|---|
| 32** | Principal Executive Officer and Principal Financial Officer Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 97 | Axon Enterprise, Inc. Incentive Compensation Recovery Policy (incorporated by reference to Exhibit 97 to the Annual Report on Form 10-K, filed February 27, 2024) |
| 101.INS* | Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. |
| 101.SCH* | Inline XBRL Taxonomy Extension Schema Document |
| 101.CAL* | Inline XBRL Taxonomy Calculation Linkbase Document |
| 101.LAB* | Inline XBRL Taxonomy Label Linkbase Document |
| 101.PRE* | Inline XBRL Taxonomy Presentation Linkbase Document |
| 104 | The cover page from the Company's Annual Report for the year ended December 31, 2024, formatted in Inline XBRL |

\+ Management contract or compensatory plan or arrangement

* Filed herewith

** Furnished herewith

± Certain confidential portions of this Exhibit were omitted by means of marking such portions with brackets ("[***]") because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

**Item 16.** ***Form 10-K Summary***

Not applicable.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AXON ENTERPRISE, INC.

Date: February 28, 2025

By: /s/ PATRICK W. SMITH
*Chief Executive Officer, Director*
*(Principal Executive Officer)*

Date: February 28, 2025

By: /s/ BRITTANY BAGLEY
*Chief Operating Officer and Chief Financial Officer*
*(Principal Financial and Accounting Officer)*

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**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS,** that each person whose signature appears below constitutes and appoints Patrick W. Smith his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her in any and all capacities, to sign any amendments to this Annual Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ PATRICK W. SMITH<br>Patrick W. Smith | Chief Executive Officer, Director<br>(Principal Executive Officer) | February 28, 2025 |
| /s/ BRITTANY BAGLEY<br>Brittany Bagley | Chief Operating Officer and Chief Financial Officer<br>(Principal Financial and Accounting Officer) | February 28, 2025 |
| /s/ ERIKA AYERS BADAN<br>Erika Ayers Badan | Director | February 28, 2025 |
| /s/ ADRIANE M. BROWN<br>Adriane M. Brown | Director | February 28, 2025 |
| /s/ JULIE A. CULLIVAN<br>Julie A. Cullivan | Director | February 28, 2025 |
| /s/ MICHAEL GARNREITER<br>Michael Garnreiter | Director | February 28, 2025 |
| /s/ CAITLIN E. KALINOWSKI<br>Caitlin E. Kalinowski | Director | February 28, 2025 |
| /s/ MATTHEW R. MCBRADY<br>Matthew R. McBrady | Director | February 28, 2025 |
| /s/ HADI PARTOVI<br>Hadi Partovi | Director | February 28, 2025 |
| /s/ GRAHAM SMITH<br>Graham Smith | Director | February 28, 2025 |
| /s/ JERI WILLIAMS<br>Jeri Williams | Director | February 28, 2025 |

| ITEM NUMBER | ITEM NAME | 2026 Price | 2026 ITEM NUMBER |
|---|---|---|---|
| 11003 | YELLOW X26P CEW HANDLE | $ 1,450.00 | |
| 22011 | APPM AUTOMATIC SHUT DOWN BATTERY PACK X2/X26P | $ 104.80 | |
| 22190 | 25 FT. STANDARD CARTRIDGE X26/X26P | $ 45.94 | |
| 11501 | RIGHT HAND HOLSTER X26 P BLACK HAWK | $ 93.94 | |
| 11504 | LEFT HAND HOLSTER X26 P BLACK HAWK | $ 93.99 | |
| 20248 | TASER 7 EVIDENCE.COM ACCESS LICENSE | $ 349.80 | |
| 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE | $ 195.00 | |
| 20160 | TASER 7 HOLSTER SAFARILAND RH CART CARRIER | $ 101.20 | |
| 20050 | HOOK AND LOOP TRIANING HALT SUIT | $ 1,200.00 | 100623 |
| 22175 | TASER 7 LIVE CARTRIDGE STANDOFF 3.5 DEGREE NS | $ 46.35 | |
| 22176 | TASER 7 LIVE CARTRIDGE CLOSE QUARTERS 12 DEGREE NS | $ 46.35 | |
| 20008 | TASER 7 HANDLE YLW HIGH VISBILITY GREEN LASER CLASS 3R | $ 2,200.00 | |
| 20040 | TASER 7 HANDLE WARRANTY 4 YEAR | $ 403.68 | 80395 |
| 22179 | TASER 7 INERT CARTRIDGE STANDOFF 3.5 DEGREE NS | $ 55.00 | |
| 22181 | TASER 7 INERT CARTRIDGE CLOSE QUARTERS 12 DEGREE NS | $ 55.00 | |
| 22177 | TASER 7 HOOK AND LOOP TRN HALT CARTRIDGE STANDOFF NS | $ 46.35 | |
| 22177 | TASER 7 HOOK AND LOOP TRN HALT CARTRIDGE STANDOFF NS | $ 46.35 | |
| 20018 | TASER 7 BATTERY PACK TACTICAL | $ 117.16 | |
| 20041 | TASER 7 BATTERY PACK WARRANTY 4 YEAR | $ 25.92 | 80374 |
| 74200 | TASER 7 6 BAY DOCK AND CORE | $ 1,800.96 | |
| 20042 | TASER 7 DOCK & CORE WARRANTY 4 YEAR | $ 400.80 | 80396 |
| 70033 | WALL MOUNT BRACKET ASSY EVIDENCE.COM DOCK | $ 43.90 | |
| 20119 | TASER INSTRUCTOR SCHOOL (2-DAY) (1-STUDENT) | $ 895.00 | 44729 |
| 20120 | MASTER INSTRUCTOR SCHOOL (5-DAY) (PER STUDENT) | $ 2,395.00 | 102601 |
| 80087 | TASER 7 TARGET CONDUCTIVE PROFESSIONAL RUGGEDIZED | $ 240.25 | |
| 80090 | TARGET FRAME PROFESSIONAL 27.5 IN X 75 IN/ TASER 7 | $ 123.60 | |
| 85149 | CEW 2 DAY INSTRUCTOR COURSE | $ 6,786.00 | |
| 44205 | 21 FT. NON CONDUCTIVE TRAINING CARTRIDGE X26/X26P | $ 45.94 | |
| 11015 | XAPPM SPARE CARTRIDGE AUTO SHUT DOWN BATTERY PACK X26P | $ 103.50 | |

**NOTES**

Total 60 month license cost
Total 60 month license cost

Total 48 month cost

Total 48 month cost

Total 48 month cost

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/08/2025

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 Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** 8662837122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | National Casualty Company | 11991 |
| INSURER B: | Scottsdale Ins Company | 41297 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570114877347 **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 | | | NGO0001949 | 08/08/2025 | 08/01/2026 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | SIR applies per policy terms & conditions | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | X see Prod Liab info att'd | | | | | | MED EXP (Any one person) | $50,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | OTHER: Xcl Prod/Comp Ops | | | | | | PRODUCTS - COMP/OP AGG | Excluded |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | X UMBRELLA LIAB X OCCUR | | | UNS0000106 | 08/08/2025 | 08/01/2026 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED X RETENTION $10,000 | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WCC600103A | 08/08/2025 | 08/08/2026 | 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) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
County of Nassau is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

Nassau County
One West Street
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 Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570114877347

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Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-42-2026

| | |
|---|---|
| Subject: Shoulder Mounted Flashing Lights (S/B 05557-04096-065 REQ. RQPD26000016) | Date: May 7, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: Magnum Electronics Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-42-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Anette Sullivan, Buyer |

2026 JUL -6 A

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 5/18/2026 | Chief Procurement Officer | 10 7/2/26 | Budget |
| 6/16/26 JBS | County Attorney | | County Executive |
| 6/24/26 JBS | Insurance | | |

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

**Narrative**

**Purpose:** To award and execute a purchase order between the Nassau County Police Department and Magnum Electronics Inc., for Shoulder Mounted Flashing Lights.

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

| **Vendors Viewed the solicitation 42** | **Vendors bid on this solicitation 7** |
|---|---|
| 9 Woman owned business | Woman owned business |
| 12 Minority (African/American) | Minority (African/American) |
| 27 Small Business | 1 Small Business |
| 0 Service Disabled (Veteran) owned | Service Disabled (Veteran) Owned |
| 1 Veteran Owned Business | Veteran Owned Business |
| None of the Above | None of the Above |

The identified lowest responsible bidder, Magnum Electronics Inc., is listed as a small business.

**Impact on Funding/Term:** The maximum amount authorized under this purchase shall be Two Hundred Thirty-One Thousand Two Hundred Dollars ($231,200.00) from grant funds PDGRT8900FED BB216.

**Recommendation:** Department of Shared Services, Office of Purchasing, recommends approval of the purchase order to Magnum Electronics Inc.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-42-2026**

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

**DATE:** May 7, 2026

**SUBJECT:** RESOLUTION– THE NASSAU COUNTY POLICE DEPARTMENT

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 HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS ($231,200.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO MAGNUM ELECTRONICS, INC. FOR SHOULDER MOUNTED FLASHING LIGHTS.

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

VB: gb
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 2026

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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 05557-04096-065 for shoulder mounted flashing lights 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 Magnum Electronics, Inc., submitted the lowest responsible bid and 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 Purchase Order with Magnum Electronics, 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:
Marcia Ridenour [MARCIA.RIDENOUR@MAGNUMELECTRONICS.COM]

Dated: 04/13/2026 03:38:44 pm

Vendor: Magnum Electronics, Inc.

Title: Treasurer



Rev. 3-2016

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Michael Ridenour
   Date of birth: 04/29/1986
   Home address: 55 Marlin Ct.
   City: Frederica State/Province/Territory: DE Zip/Postal Code: 19946
   Country: US

   Business Address: 927 Horsepond Rd
   City: Dover State/Province/Territory: DE Zip/Postal Code: 19901
   Country US
   Telephone: 302-734-9250

   Other present address(es): 927 HORSEPOND RD
   City: DOVER State/Province/Territory: DE Zip/Postal Code: 19901
   Country: US
   Telephone: 3027349250

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 01/01/2024 | Treasurer | |
| Chairman of Board | | Shareholder | 01/01/2024 |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: IT Manager
   Start Date: 06/17/2004

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

100% Ownership

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, Michael Ridenour , 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 Ridenour , 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.

Magnum Electronics, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Ridenour MIKE.RIDENOUR@MAGNUMELECTRONICS.COM

President

Title

04/14/2026 11:43:49 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: Bill Ridenour
   Date of birth: 02/23/1954
   Home address: 102 Quail Run
   City: Camden-Wyoming State/Province/ Territory: DE Zip/Postal Code: 19934
   Country: US

   Business Address: 927 Horsepond Road
   City: Dover State/Province/ Territory: DE Zip/Postal Code: 19901
   Country US
   Telephone: 302-734-9250

   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 | 01/01/2024 | | |
| (Other) | | | |

   Type: President
   Description:
   Start Date: 10/23/2003

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?
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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?
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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, Bill Ridenour , 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, Bill Ridenour , 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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Magnum Electronics, Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Bill Ridenour BILL.RIDENOUR@MAGNUMELECTRONICS.COM

Vice President
Title

04/14/2026 09:42:44 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.

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1. Principal Name: Marcia Ridenour
   Date of birth: 04/03/1954
   Home address: 102 Quail Run
   City: Camden Wyoming State/Province/ Territory: DE Zip/Postal Code: 19934
   Country: US

   Business Address: 927 Horsepond Rd
   City: Dover State/Province/ Territory: DE Zip/Postal Code: 19901
   Country US
   Telephone: 302-734-9250

   Other present address(es): 927 HORSEPOND RD
   City: DOVER State/Province/ Territory: DE Zip/Postal Code: 19901
   Country: US
   Telephone: 3027349250

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 10/23/2003 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: IT Manager
   Start Date: 06/17/2004

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?
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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.

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   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?
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   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, Marcia G Ridenour , 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, Marcia G Ridenour , 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.

Magnum Electronics, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Marcia Ridenour MARCIA.RIDENOUR@MAGNUMELECTRONICS.COM

Treasurer
Title

05/07/2026 03:04:56 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: 04/06/2026

1) Proposer's Legal Name: Magnum Electronics, Inc.

2) Address of Place of Business: 927 HORSEPOND RD

City: DOVER State/Province/ Territory: DE Zip/Postal Code: 19901

Country: US

Address: None

City: None State/Province/ Territory: NY Zip/Postal Code: 19901

Country: US

Start Date: End Date:

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: 786404830

5) Federal I.D. Number: 161684716

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.

if there is a conflict we will notify Nassau County

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;
10/23/2003

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.
Michael Ridenour, President
55 Marlin Ct.
Frederica, DE 19946

iii) Name, address and position of all officers and directors of the company. If none, explain.
Michael Ridenour, President
55 Marlin Ct.
Frederica, DE 19946

Bill Ridenour, Vice President
102 Quail Run
Camden, DE 19934

Marcia Ridenour, Treasurer
102 Quail Run
Camden, DE 19934

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
23

vi) Annual revenue of firm;
11066000

vii) Summary of relevant accomplishments
22 year old company servicing the Public Safety Community

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

B. Indicate number of years in business.
22

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Sell all types of Public Safety Equipment, Motorola Radios and Systems, Federal Signal/Whelen Lights and Sirens,

Guardian Angel Wearable Safety Lights to multiple agencies across the country.

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 | Cook County Sheriffs Office | | |
| Contact Person | Christopher Montroy | | |
| Address | 3026 S. California Ave. | | |
| City | Chicago | State/Province/Territory | IL |
| Country | US | | |
| Telephone | (773) 674-7100 | | |
| Fax # | | | |
| E-Mail Address | christopher.montroy@ccsheriff.org | | |

| | | | |
|---|---|---|---|
| Company | Portsmouth Police Department | | |
| Contact Person | Sgt. Daniel Chipman | | |
| Address | 700 Port Centre Parkway, Suite 102 | | |
| City | Portsmouth | State/Province/Territory | VA |
| Country | US | | |
| Telephone | (757) 735-1129 | | |
| Fax # | | | |
| E-Mail Address | chipmand@portsmouthva.gov | | |

| | | | |
|---|---|---|---|
| Company | PennDOT Dist 11-1 Allegheny County | | |
| Contact Person | Maggie McIntyre-Fisk | | |
| Address | 51 Fox Chapel Road | | |
| City | Pittsburgh | State/Province/Territory | PA |
| Country | US | | |
| Telephone | (412) 781-3260 | | |
| Fax # | | | |
| E-Mail Address | mmcintyref@pa.gov | | |

I, Marcia Ridenour , 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, Marcia Ridenour , 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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Name of submitting business: Magnum Electronics, Inc.

Electronically signed and certified at the date and time indicated by:
Marcia Ridenour MARCIA.RIDENOUR@MAGNUMELECTRONICS.COM

Treasurer
Title

04/13/2026
Date

# STATE OF DELAWARE

## Department of Finance
## Division of Revenue

### ACTIVE BUSINESS LICENSE

**2003109434**

| | |
|---|---|
| **EFFECTIVE** | **01/01/2026 - 12/31/2026** |
| **ISSUED TO** | **MAGNUM ELECTRONICS INC**<br>**927 HORSEPOND RD**<br>**DOVER DE 19901-7221** |
| **LOCATION** | **MAGNUM ELECTRONICS INC**<br><br>**927 HORSEPOND RD**<br>**DOVER, DE 19901-7221** |
| **TRADE, BUSINESS, OR PROFESSIONAL ACTIVITY** | **RETAILER, GENERAL** |

**2026**

**ISSUED:** 12/13/2025
**FEE PAID:** $90.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE

COUNTY OF NASSAU

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

1. Name of the Entity: Magnum Electronics, Inc.

Address: 927 Horsepond Rd

City: Dover State/Province/Territory: DE Zip/Postal Code: 19901

Country: US

2. Entity's Vendor Identification Number: 161684716

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):

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.

Michael Ridenour
55 Marlin Ct.
Frederica, DE 19946

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):

(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:
Marcia Ridenour [MARCIA.RIDENOUR@MAGNUMELECTRONICS.COM]

Dated: 04/06/2026 02:48:25 pm

Title: Treasurer

**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.

# 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
05557-04096-065

Dated: 3/12/26

BID OPENING DATE
04/09/26
11:00 A.M.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| Anette Sullivan | 516 571 6103 | RQPD26000016 |

OFFICE OF PURCHASING
APR 09 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: SHOULDER MOUNTED FLASHING LIGHTS

- 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 1 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:**
NCPD HIGHWAY PATROL
1255 NEWBRIDGE RD. BELLMORE NY 11710
PO ANASTASIS 516 573 8202

**GUARANTEED DELIVERY DATE**
90 DAYS AFTER RECEIPT OF ORDER

**EMPLOYERS FEDERAL TAX ID NUMBER** 161684716

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

| | |
|---|---|
| NAME OF BIDDER | Magnum Electronics, Inc. |
| ADDRESS | 927 Horsepond Road |
| CITY | Dover |
| STATE | DE |
| ZIP CODE | 19901 |
| TELEPHONE | 302-734-9250 |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | Michael Ridenour President |
| 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: Magnum Electronics, Inc.

Address: 927 Horsepond Road, Dover, DE 19901

Telephone No: 302-734-9250 Fax No:

1. State Whether: (A Corporation) _____

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President

**BIDDER** **TITLE**

Michael Ridenour-President
55 Marlin Court
Frederica, DE 19946

William Ridenour-Vice-President
102 Quail Run
Camden, DE 19934

Marcia Ridenour-Secretary/Treasurer
102 Quail Run
Camden, DE 19934

QUALIFICATION STATEMENT

BIDDER'S NAME: Magnum Electronics, Inc

ADDRESS: 927 Horsepond Rd, Dover, DE 19901

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 Michael Ridenour, 55 marlin Court, Frederica, DE 19946
   VICE PRESIDENT William Ridenour, 102 Quail Run, Camden, DE 19934
   SECRETARY Marcia Ridenour, 102 Quail Run, Camden, DE 19934
   TREASURER Marcia Ridenour, 102 Quail Run, Camden, DE 19934

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 22 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Public Safety Communications.

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 |
|---|---|---|---|---|
| Michael Ridenour | President | 21 | Technical | |
| William Ridenour | Vice-President | 50 | Sales + Marketing | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   original equipment from manufacturer

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** President **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Michael Ridenour, President

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: Cook County Sheriffs Office
ADDRESS: 3026 S. California Ave
Chicago, IL 60608
TELEPHONE: 773-674-7100 CONTACT PERSON Christopher Montroy
CONTRACT DATE: 12/15/2025

2. REFERENCE'S NAME: Portsmouth Police Department
ADDRESS: 700 Port Centre Parkway, Suite 102
Portsmouth, VA 23704
TELEPHONE: 757-735-1129 CONTACT PERSON Sgt. Daniel Chipman
CONTRACT DATE: 06/12/2025

3. REFERENCE'S NAME: PennDOT Dist 11-1 Allegheny County
ADDRESS: 51 Fox Chapel Road.
Pittsburgh, PA 15215
TELEPHONE: 412-781-3260 CONTACT PERSON Maggie McIntyre-Fisk

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** President **TITLE**

CONTRACT DATE: 12/04/2023

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** _____ President
**BIDDER** **TITLE**

## 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:***

☒ 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**

☐ 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: 04/03/2026

(Signature of Bidder)

Print Name: Michael Ridenour

Print Title: President

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

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 Contractor'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** _____ President
**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, 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 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 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.

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.

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.

NOTE: 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** _____ President
BIDDER TITLE

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.

**PLEASE FILL OUT THE ABOVE FORMS THEY MUST BE FILLED OUT IN THE PORTAL PRIOR TO THE BID OPENING.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
BIDDER TITLE

## 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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
BIDDER TITLE

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing **SHOULDER MOUNTED FLASHING LIGHTS.**

**AWARD:** 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.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**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** 90 **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.

**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 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 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**

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**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

**TOTAL CONSUMPTION**: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**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.

**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.

**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.

**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.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, 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.

**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.

**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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
BIDDER TITLE

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.

**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: One Year manufactures Warranty

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:

_____

_____

_____

**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.

**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.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 45 **DAYS AFTER BID OPENING**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

**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. _____ 0 _____ days.

**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 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.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

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**BIDDER SIGN HERE** _____ President
**BIDDER** **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'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# 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:** 04/03/2026

**Signature:**

**Name:** Michael Ridenour

**Title:** President

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ (BIDDER) President (TITLE)

**Contractor Name:** Magnum Electronics Inc.

**Contractor Address:** 927 Horsepond Rd

Dover, DE 19901

**NON-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 3rd day of April, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Magnum Electronics Inc.

Address: 927 Horsepond Rd, Dover, DE 19901

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

President **TITLE**

Street: 927 Horsepond Rd

City, Town, etc: Dover, DE 19901

Telephone: 302-734-9250 Title: President

If applicable, responsible Corporate Officer

Name Michael Ridenour Title President

Signature: _____ Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.**

**GENERAL 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.

Bidders **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.

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**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

**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

**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.

**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.

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

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**BIDDER** **TITLE**

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

# SPECIFICATION

# Shoulder Mounted Flashing Lights Or Equal

*** *Please note that payment will be made utilizing federal funds. As such, the winning vendor must be registered in the System for Award Management (SAM.gov) and be in good standing, meaning that you are not suspended or debarred from receiving federal funds. Furthermore, as part of the bid submission, your company must also provide documentation confirming such good standing and registration in SAM.gov. Must be in SAM prior to bid submission.*

| Item # | Description | Unit Price | Total Price |
|---|---|---|---|

**#1** **GUARDIAN ANGEL ELITE SERIES WEARABLE SAFETY LIGHTS- LAW ENFORCEMENT RED/BLUE**
**MFR: GUARDIAN ANGEL**
**SKU# GALELTRB**
MFR SKU: ELT-R/B

**2,500 ea. @ $** 72.23 **= $** 180,575.00

**#2** **GUARDIAN ANGEL DEVICE TETHER ATTACHMENT**
**MFR: GUARDIAN ANGEL**
**SKU: ACC-DTS**

**2,500 ea. @ $** 8.26 **= $** 20,650.00

**#3** **GUARDIAN ANGEL MAGNETIC STRAP/EPAULET MO**
**MFR: GUARDIAN ANGEL**
**SKU: ACC-SCM**

**2,500ea. @ $** 11.99 **= $** 29,975.00

**Grand Total lines 1-3** $231,200.00

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

SAM.GOV®

# MAGNUM ELECTRONICS, INC

| | | |
|---|---|---|
| Unique Entity ID<br>**X6B8JK1LLQ68** | CAGE / NCAGE<br>**0XU03** | Purpose of Registration<br>**All Awards** |
| Registration Status<br>**Active Registration** | Expiration Date<br>**Dec 10, 2026** | |
| Physical Address<br>**927 Horsepond RD**<br>**Dover, Delaware 19901-7221**<br>**United States** | Mailing Address<br>**927 Horsepond RD**<br>**Dover, Delaware 19901-7221**<br>**United States** | |

## [redacted]

| | | |
|---|---|---|
| Doing Business as<br>**(blank)** | Division Name<br>**Magnum Electronics, Inc.** | Division Number<br>**(blank)** |
| Congressional District<br>**Delaware 00** | State / Country of Incorporation<br>**Delaware / United States** | URL<br>**www.magnumelectronics.com** |

**Registration Dates**

| | | |
|---|---|---|
| Activation Date<br>**Dec 12, 2025** | Submission Date<br>**Dec 10, 2025** | Initial Registration Date<br>**Aug 7, 2000** |

**Entity Dates**

| | |
|---|---|
| Entity Start Date<br>**Sep 23, 2003** | Fiscal Year End Close Date<br>**Dec 31** |

**Immediate Owner**

| | |
|---|---|
| CAGE<br>**(blank)** | Legal Business Name<br>**(blank)** |

**Highest Level Owner**

| | |
|---|---|
| CAGE<br>**(blank)** | Legal Business Name<br>**(blank)** |

**Executive Compensation**

**Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.**

**Proceedings Questions**

**Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.**

## [redacted]

Active Exclusions Records?

**N**

## [redacted]

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## [redacted]

**Business Types**

| | | |
|---|---|---|
| Entity Structure<br>**Other** | Entity Type<br>**Business or Organization** | Organization Factors<br>**Subchapter S Corporation** |
| Profit Structure<br>**For Profit Organization** | | |

**Socio-Economic Types**

**Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.**

| Accepts Credit Card Payments | Debt Subject To Offset |
|---|---|
| **Yes** | **No** |
| EFT Indicator | CAGE Code |
| **0000** | **0XU03** |

**Electronic Business**

| | |
|---|---|
| **MARCIA RIDENOUR** | **927 Horsepond RD**<br>**Dover, Delaware 19901**<br>**United States** |
| BILL RIDENOUR | 927 Horsepond RD<br>Dover, Delaware 19901<br>United States |

**Government Business**

| | |
|---|---|
| **BILL RIDENOUR** | **927 Horsepond RD**<br>**Dover, Delaware 19901**<br>**United States** |
| MARCIA RIDENOUR | 927 Horsepond RD<br>Dover, Delaware 19901<br>United States |

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **517121** | **Telecommunications Resellers** |
| | **334220** | **Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing** |
| | **334290** | **Other Communications Equipment Manufacturing** |
| | **335929** | **Other Communication And Energy Wire Manufacturing** |
| | **335999** | **All Other Miscellaneous Electrical Equipment And Component Manufacturing** |
| | **423430** | **Computer And Computer Peripheral Equipment And Software Merchant Wholesalers** |
| | **423690** | **Other Electronic Parts And Equipment Merchant Wholesalers** |
| | **541512** | **Computer Systems Design Services** |
| | **811210** | **Electronic And Precision Equipment Repair And Maintenance** |

This entity does not appear in the disaster response registry.

# FORMAL BID RECOMMENDATION

BID NUMBER 05557-04086-65 OPEN 4/09/26 TITLE Shoulder Mounted Flashing Lights
DATE: 05/7/26 : **BUYER –Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 05/07/26
To: Supervisor From: Anette Sullivan

List of recommended awards in accordance with the 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.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/8/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

_____

Director

| Item | Bid Results<br>Bidder | |
|---|---|---|
| | Recommendation of award be made to | |
| | Magnum Electronics Inc. as the lowest responsible bidder meeting specs. | |
| | | |
| | Magnum | $231,200 |
| | Nobel | $232,925 |
| | Ewing Safety | $240,500 |
| | Atlantic | $253,225 |
| | Stuyvesant | $257,975 |
| | Omada | $275,850 |
| | Fastenal | $283,500 |

**SUMMARY OF BIDS**
**OPENED: April 9, 2026 AT 11:00 A.M.**
**BID NO: 05557-04096-065**
**REQ. NO: RQPD26000016**
**TITLE: SHOULDER MOUNTED FLASHING LIGHTS**

| ITEM # | ARTICLE | QTY | UNIT | 1 STUYVESANT PARTNERS | 2 NOBEL IQ | 3 MAGNUM ELECTRONICS INC. | 4 FASTENAL COMPANY | 5 OMADA GROU LLC | 6 EWING SAFET AND INDUSTRIAL, INC. | 7 ATLANTIC EMERGENCY SOLUTIONS | 8 | 9 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | GUARDIAN ANGEL ELITE SERIES WEARABLE SAFETY LIGHTS | 2500 | Ea. | 80.60 | 71.49 | 72.23 | 88.50 | 83.56 | 74.83 | 79.25 | | | | |
| 2 | GUARDIAN ANGEL DEVICE TETHER ATTACHMENT | 2500 | Ea. | 9.15 | 9.04 | 8.26 | 10.25 | 11.01 | 8.74 | 8.95 | | | | |
| 3 | GUARDIAN ANGEL MAGNETIC STRAP/EPAULET MO | 2500 | Ea. | 13.44 | 12.65 | 11.99 | 14.65 | 15.77 | 12.63 | 13.09 | | | | |
| | | | | 257,975 | 232,925 | 231,200 | 283,500 | 275,850 | 240,500 | 253,225 | | | | |
| | | | | S | NS | S | NS | NS | NS | NS | | | | |
| | | | TERMS | NET | NET | 1% | NET | NET | 1% | NET | NET | NET | | |

PRPARED BY

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 4/9/26

PUBLIC BID OFFICER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2026

**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**<br>Sentry Insurance<br>1800 North Point Drive<br>Stevens Point, WI 54481 | **CONTACT NAME:** Sentry Customer Service<br>**PHONE (A/C, No, Ext):** 800-473-6879 **FAX (A/C, No):** 800-514-7191<br>**EMAIL ADDRESS:** businessproducts_direct@sentry.com |
| **INSURED**<br>Magnum Electronics Inc<br>927 Horsepond Rd<br>Dover, DE 19901-7221 | **INSURER(S) AFFORDING COVERAGE** — **NAIC#**<br>**INSURER A :** Sentry Insurance Company — 24988<br>**INSURER B :** Florists' Mutual Insurance Company — 13978<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 4575615 **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**<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | X | | A0287328003 | 08/16/2025 | 08/16/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[blank] | $ 1,000,000<br>$ 500,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | A0287328001 | 08/16/2025 | 08/16/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[blank] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** ☒ OCCUR<br>X **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | A0287328005 | 08/16/2025 | 08/16/2026 | EACH OCCURRENCE<br>AGGREGATE<br>[blank] | $ 2,000,000<br>$ 2,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | A0287328004 | 08/16/2025 | 08/16/2026 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

County of Nassau
1 West St
Mineola, NY 11501-4813

**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**

John Hyland


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b175d9ce-43ff-4d48-a40d-45df0645aa3b

AGENCY CUSTOMER ID: XXXXXX4716

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Devon Lesniak | Magnum Electronics Inc |
| **POLICY NUMBER** | |
| A0287328003 | |
| **CARRIER** / **NAIC CODE** | |
| Sentry Insurance Company / 24988 | **EFFECTIVE DATE:** 08/16/2025 |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance



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Nassau County
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2026 JUL -6 P 12:42

# Staff Summary A-43-2026

| | |
|---|---|
| Subject: Intellitech Jail Application (IMACS) Maintenance | Date: June 5, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: Intellitech Corporation |
| Department Head Name: Melissa Gallucci | Contract Number: A-43-2026 |
| Department Head Signature Melissa Gallucci | Contract Manager Name: Deanna Prendergast, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/16/2026 | CPO | 7/2/26 | Budget |
| 6/23/26 | County Atty. | 7/6/26 | County Exec. |
| 6/23/26 | insurance | | |

Material Adverse Information Identified? [Yes __/No _X_] (If Yes, attach memo.)

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Maintenance of the Intellitech Jail Application (IMACS) for the Nassau County Correctional Facility for a Three (3) Year Term.

**Discussion:** This request is for a sole source purchase; Intellitech Corporation is the sole vendor who manufactures, sells and distributes exclusively the annual licenses to use IMACS and provides the support and maintenance to this product. This product is used for booking inmates and all the information regarding their incarceration.

This contract has a 3-year term subject to the county's right of early termination as provided in the contract. The contract runs from:

| | | |
|---|---|---|
| Year 1 | August 10, 2026 – August 9, 2027 | $190,318.25 |
| Year 2 | August 10, 2027 – August 9, 2028 | $190,318.25 |
| Year 3 | August 10, 2028 – August 9, 2029 | $190,318.25 |
| | Total (3 year) | $570,954.75 |

**Impact on Funding:** The maximum amount authorized under this blanket purchase order shall be Five Hundred Seventy Thousand, Nine Hundred Fifty-Four Dollars and Seventy-Five Cents ($570,954.75) from General Fund (ITGEN1430, DE5A5). Upon the expiration of the Term, this agreement shall renew, upon mutual written consent of the Department of Informational Technology and Intellitech, for successive three-year terms (each a "Renewal Term"). The initial Term and any Renewal Term may be referred to herein generally as the "Term."

**Recommendation:** Department of Shared Services, Office of Purchasing, recommends awarding a blanket purchase order to Intellitech Corporation as the sole source for this service.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-43-2026**

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

**DATE:** JUNE 5, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY CORRECTIONAL FACILITY

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 FIVE HUNDRED SEVENTY THOUSAND, NINE HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS ($570,954.75) ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL FACILITY TO INTELLITECH CORPORATION.

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

VB: gb
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 2026

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 NASSAU COUNTY CORRECTIONAL FACILITY AND INTELLITECH CORPORATION.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award 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 Blanket Purchase Order with Intellitech Corporation.

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 Dworak [JESSICA.DWORAK@INTELLITECHCORPORATION.COM]

Dated: 05/06/2026 10:44:31 am

Vendor: Intellitech Corporation

Title: Executive Assistant

**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: 04/28/2026

1) Proposer's Legal Name: Intellitech Corporation

2) Address of Place of Business: 8544 Hickory Hill Dr.

City: Poland State/Province/ Territory: OH Zip/Postal Code: 44514

Country: US

3) Mailing Address (if different): 8544 Hickory Hill Dr

City: Poland State/Province/ Territory: OH Zip/Postal Code: 44514

Country: US

Phone: (330) 707-1090

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

4) Dun and Bradstreet number: 043405187

5) Federal I.D. Number: 341853744

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:

Intellitech Corporation is a fully owned subsidiary of GovHost, LLC

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.

if a conflict of interest should arise we would take the proper measures to correct the situation

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;

09/01/1997

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.

Intellitech Corporation is fully owned by GovHost, LLC. GovHost, LLC is a portfolio company of Nautic Partners.

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

Kyle Indermuehle
CEO
8544 Hickory Hill Dr
Poland, OH 44514

iv) State of incorporation (if applicable);

OH

v) The number of employees in the firm;

35

vi) Annual revenue of firm;

2300000

vii) Summary of relevant accomplishments

Supplying jail software to Nassau County for over 10 years

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

B. Indicate number of years in business.

27

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

Supplying jail software to Nassau County for over 10 years

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 | Mahoning County Sheriff's Office | | |
| Contact Person | TJ Assion | | |
| Address | 110 5th Ave | | |
| City | Youngstown | State/Province/Territory | OH |
| Country | US | | |
| Telephone | (330) 480-4938 | | |
| Fax # | | | |
| E-Mail Address | tassion@sheriff.mahoning.oh.us | | |

| | |
|---|---|
| Company | Franklin County Sheriff's Office |
| Contact Person | Shanon Crowther |

| | | | |
|---|---|---|---|
| Address | 370 South Front Street | | |
| City | Columbus | State/Province/Territory | OH |
| Country | US | | |
| Telephone | (614) 525-3014 | | |
| Fax # | | | |
| E-Mail Address | secrowth@franklincountyohio.gov | | |

| | | | |
|---|---|---|---|
| Company | Clay County Sheriff's Office | | |
| Contact Person | Robert Strum | | |
| Address | 300 Broadway Street | | |
| City | Louisville | State/Province/Territory | IL |
| Country | US | | |
| Telephone | (618) 665-3316 | | |
| Fax # | | | |
| E-Mail Address | officer.sturm@claycounty.illinois.gov | | |

I, Jessica Dworak , 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 Dworak , 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: Intellitech Corporation

Electronically signed and certified at the date and time indicated by:
Jessica Dworak JESSICA.DWORAK@INTELLITECHCORPORATION.COM

Executive Assistant
Title

05/06/2026 10:55:09 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: Kyle Indermuehle
   Date of birth: 03/25/1976
   Home address: 10420 overhill dr
   City: brighton State/Province/ Territory: MI Zip/Postal Code: 48114
   Country: US

   Business Address: 8544 Hickory Hills Dr
   City: Poland State/Province/ Territory: OH Zip/Postal Code: 44514
   Country US
   Telephone: 800-431-6532

   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 | 12/16/2024 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

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

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

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

Intellitech Corporation is a fully owned subsidiary of Govhost LLC. I am the CEO of both Intellitech and GovHost.

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, Kyle Indermuehle , 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, Kyle Indermuehle , 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.

Intellitech

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kyle Indermuehle KYLE@GOVHOST.COM

CEO

Title

05/08/2026 11:50:33 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Intellitech Corporation

Address: 8544 Hickory Hill Dr

City: Poland State/Province/Territory: OH Zip/Postal Code: 44514

Country: US

2. Entity's Vendor Identification Number: 34-1853744

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 Kyle
Last Name Indermuehle
MI Suffix
Address 8544 Hickory Hill Drive
City Poland State/Province/ Territory: OH Zip/Postal Code: 44514
Country US
Position Chief Exec. 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.

Nautic Partners
Kyle Indermuehle, CEO

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.

Intellitech Corporation is a subsidiary of GovHost, LLC.

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:
Kyle Indermuehle [KYLE@GOVHOST.COM]

Dated: 04/30/2026 11:17:52 am

Title: CEO

**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.

# QUOTATION

Intellitech

8544 Hickory Hill
Poland, OH. 44514
Phone: (803) 766-6891

Date: 4/7/26
Quote #: Nassau-IMACS-Extension
Expiration: 6/30/26

**Intellitech Corporation Quotation Prepared Especially For Nassau County Department of Shared Services Office of Purchasing**

Nassau County Department of Shared Services Office of Purchasing
One West Street
Mineola, NY 11501

| Item description | QTY | Each | Total |
|---|---|---|---|
| Annual Site License to use IMACS jail management system and customer support from 8/10/2026 - 8/9/2027 | 1 | $190,318.25 | $190,318.25 |
| Annual Site License to use IMACS jail management system and customer support from 8/10/2027 - 8/9/2028 | 1 | $190,318.25 | $190,318.25 |
| Annual Site License to use IMACS jail management system and customer support from 8/10/2028 - 8/9/2029 | 1 | $190,318.25 | $190,318.25 |

**TOTAL $570,954.75**

intellitech
CORPORATION

8544 Hickory Hill Drive, Poland, OH 44514 | www.intellitechcorp.com

April 7, 2026

Nassau County Sheriff's Department
100 Carman Ave
East Meadow, NY 11554

RE: Sole Source

Dear Nassau County Sheriff's Department:

Intellitech Corporation owns, develops, distributes, and supports its suite of criminal justice software solutions. The IMACS jail management system used by Nassau County is included in this suite.

Intellitech Corporation is the sole source and provider of this solution.

Please do not hesitate to call with any questions.

Best Regards,

Kyle Indermuehle
CEO
Intellitech Corporation, LLC
GovHost, LLC
803.766.6891

**Bruce A. Blakeman**
COUNTY EXECUTIVE

**Nancy Stanton-Molaro**
COMMISSIONER

**DEPARTMENT OF INFORMATION TECHNOLOGY**

June 4, 2026

TO: Robert Cleary, Chief Compliance Officer
Nassau County Dept. of Shared Services

Subject: 3-Year BPO Creation - Sole Source Intellitech

Robert,

I.T. is requesting the creation of a 3-Year Sole Source BPO for the IMACS jail management system used by Nassau County Corrections. Intellitech Corporation is the sole source provider of this solution.
This new blanket will replace BPNC23000216 which expires on 8/9/2026.

Please let I.T. know if anything further is needed to approve the creation of the P.O.

Thank you,
Jessica

Jessica Carney,
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NANCY STANTON
COMMISSIONER I.T.

**COUNTY OF NASSAU**
**DEPARTMENT OF INFORMATION TECHNOLOGY**

June 4, 2026

Kyle Indermuehle, CEO
Intellitech Corporation, LLC
8544 Hickory Hill Drive
Poland, Ohio 44514

Re: Intellitech Corporation ("Intellitech"); Contract for Services Renewal Term Extension of Nassau County (the "County) Contract # CFIT11000004

Dear Kyle:

Reference is made to the above Contract for Services, known to the County as contract number CFIT11000004, dated May 23, 2012, and as appended by the "Renewal Agreement", dated July 20, 2023 (the "Contract").

Pursuant to Section 1, titled "Term", the contract may be renewed upon mutual consent of Intellitech and the Nassau County Department of Shared Services (the "Department") for successive three (3) year terms. The Department hereby elects to exercise the option to extend the contract from August 10, 2026, through August 9, 2029 (the "Renewal Term").

Pursuant to Section 4.1, titled "Maximum Consideration", the Maximum Amount of the contract shall be increased by three percent (3%) for next successive three-year Renewal Term ("Amended Maximum Amount"). Attached please find the 04/7/2026, quotation from Intellitech ("Schedule A-Payment Schedule") reflecting the increase in pricing which shall be the Amended Maximum Amount for the Renewal Term. All the terms and conditions of the original contract not expressly amended by this letter amendment, and Schedule A-Payment Schedule, shall remain in full force and effect and govern the relationship of the parties for the entirety of this Renewal Term.

Please indicate your acceptance of the terms and conditions of this agreement by executing where indicated below and returning the executed letter to me. If these changes are not acceptable, your contract will terminate on August 9, 2026.

Thank you for your cooperation in this matter.

Very truly yours,
Melissa Gallucci
Commissioner
Department of Shared Services
Enc.

ACCEPTED AND AGREED:

| INTELLITECH CORPORATION | NASSAU COUNTY |
| --- | --- |
| BY: _____ | BY: _____ |
| NAME: Kyle Indermuehle | NAME: _____ |
| TITLE: CEO | TITLE: _____ |
| DATE: 06/05/2026 | DATE: _____ |

# CONTRACT FOR SERVICES AND LICENSE AGREEMENT

**THIS CONTRACT FOR SERVICES AND LICENSE 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 County Department of Shared Services Office of Purchasing, having its principal office at One West Street, Room 100 Mineola, NY 11501 (the "Department"),

- and –

**Intellitech Corporation** ("Intellitech"), an Ohio limited Liability Corporation, having its principal address at 8544 Hickory Hill Dr. Poland, OH 44514 (the "Intellitech" or "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to purchase the goods and services provided by the Intellitech as described in this Agreement;

**WHEREAS**, the Intellitech desires to sell the goods and services described in this Agreement;

**WHEREAS**, this is a purchase order contract within the intent and purview of Section 702 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**. The initial term of this Agreement shall be for a period of three (3) years, commencing on August 10, 2023 and terminating on August 9, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. Upon the expiration of the Term, this Agreement shall renew, upon mutual written consent of the Department and Intellitech, for successive three-year terms (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein generally as the "Term."

2. **Definitions**.

2.1 "Software" or "Products" means the Intellitech IMACS V (Incarceration Management and Cost-Recovery System) Jail Management software solution. The Software includes any and all Enhancement Releases, Maintenance Releases, or Patches delivered to the

County under this Agreement. Items not supplied by Intellitech do not qualify as Products hereunder. The parties may list and include additional Software and/or Products on **EXHIBIT A**, attached hereto and incorporated by reference, which Exhibit A may be amended and replaced from time to time provided the same is signed by both parties hereto on the face of the Exhibit. For ease of reference, the parties agree to date the Exhibit.

2.2 "Enhancement Release" means a new release of the Software with new features and/or functionality or improved performance for which a separate new version upgrade fee is not charged.

2.3 "Maintenance Release" means a new release of the Software that incorporates Patches and/or other maintenance changes.

2.4 "Patch" means an interim piece of code released to supplement the Software that typically fixes High Priority Errors between Maintenance Releases.

2.5 "Object Code" shall mean the binary machine-readable version of the Software.

2.6 "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event Intellitech (or another software vendor) is unable to reproduce the Software Error at its facilities, Intellitech will, at the County's request, visit the County's premises. If it is determined that the problem was caused by hardware, software, services, or other items not supplied and not authorized by Intellitech, the County shall reimburse Intellitech for its labor costs for such on-site visit, at Intellitech's then current rates for consulting.

2.7 "Workaround" shall mean a temporary procedure, routine, solution or fix that restores operational capability without substantially compromising the performance of the Software or integrity of the operating system or data. A Workaround will not require recurring system or workstation downtime. A Workaround gives the County the ability to achieve substantially the same functionality as would be obtained without the Software Error. Workarounds may include changes to configuration parameters or operational processes. To be acceptable, it must be an action, or series of actions, that can reasonably be accomplished by an average user without excessive impact to other capabilities and/or impeding work or process flow.

2.8 Other Defined Terms. Except as expressly defined in this Section 2, capitalized terms shall have the meaning ascribed to them in the body of this Agreement.

3. **License, Services, and Scope of Work.**

3.1 License and Services. During the Term of this Agreement, provided County pays the License Fees set forth herein and is not otherwise in breach of this Agreement:

(a) Intellitech shall support the Software by providing the services described in the following paragraphs of this Section 3 (the "Services"). Support and maintenance services are subject to change at Intellitech's option provided that support and maintenance terms are so modified for all clients of Intellitech with similarly supported Software. Intellitech has no obligation to correct or support errors arising from County's misuse, improper use, alteration (other than by an Intellitech representative), or damage to the Software, including, without limitation, by electrical power failures or surges, or the County's combining or merging the Software with any hardware or software not identified as compatible by Intellitech, or any other Errors not resulting from normal wear and tear. If it is found that the Error is not related to the Software and Intellitech is requested to correct the error, the County will be billed at the then current hourly rate for support.

(b) Intellitech shall provide the County with a renewed limited, personal, non-exclusive, non-transferable, non-assignable Object Code license to use the Software for County's internal business use only on behalf of the Department during the applicable Term (the "License").

3.2 Technical Support. Intellitech will provide telephone technical support regarding use of the Software and response to errors to the County's support contacts designated under Section 3.8. Intellitech technical support representatives will be available by telephone Monday through Friday from 8:00 a.m. to 5:00 p.m. ET. During off-hours, in connection with high priority situations as described in Section 3.3 below, an Intellitech technical support representative is available 24/7/365 and will endeavor to return the County's call within two (2) hours.

3.3 Response Priorities. Intellitech will assign all County requests for error support as provided in **APPENDIX A**, attached hereto and incorporated herein by reference.

3.4 Subsequent Release(s). During the Term of this Agreement, Intellitech will send Enhancement Releases and Maintenance Releases to the County when made generally commercially available by Intellitech to its clients. Each Enhancement Release, Maintenance Release, and Patch delivered by Intellitech under this Agreement is subject to the provisions of the License Agreement and shall be automatically deemed to be covered by all applicable Product license terms. From time to time at Intellitech's discretion, updates to the Intellitech software and release notes documenting the updates will be developed and provided to County. All updates and their accompanying release notes shall be subject to the terms and conditions of this Agreement

and the License and shall be deemed licensed Intellitech Software thereunder. The term "update" does not include new Intellitech software products or separate modules or functions that are separately licensed and priced.

3.5 Preventative Maintenance. Intellitech may, at its sole option, schedule technical service telephone calls or visits for the purpose of the Software inspection or preventative maintenance.

3.6 County Notification. Intellitech's obligation to provide the assistance specified in this Section 3 is conditioned on the County's prompt notification to Intellitech of the problem that provides Intellitech with information sufficient to identify the problem. Such information may include, but not be limited to, error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application program listings, and a written explanation of the problem.

3.7 County Cooperation. The County acknowledges that Intellitech may not be able to resolve an error if the County does not cooperate with and assist Intellitech in resolving the error.

3.8 Support Contracts. Intellitech shall only be required to receive communication from a County designated "support contact." The County will designate authorized support contacts and agrees that each support contact will be knowledgeable in all aspects of the County's operating environment in which the Software is being used. The County will provide all requested information about each of its support contacts upon contract signing.

4. **Payment**.

4.1 Maximum Consideration. The Maximum Amount to be paid to Intellitech as full consideration for the License and Services performed under this Agreement during the Initial Term shall not exceed FIVE HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED AND TWENTY FIVE DOLLARS ($554,325.00) (the "Maximum Amount"). For each Renewal Term, the Maximum Amount shall be increased by Three Percent (3%) of the current Maximum Amount. The Maximum Amount is inclusive of any and all expenses and shall be payable as pursuant to **APPENDIX B**, attached hereto an incorporated herein by reference. All consideration that may be paid under this Agreement, i.e., the"Maximum Amount", may also be referred to as or "License Fees" as the context permits.

4.2 Partial Encumbrance. Intellitech acknowledges that the County will partially encumber funds to be applied toward the License Fees (as described in Section 4.1)

throughout the Intital Term of this Agreement. Intellitech further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be ONE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($184,775.00). Thereafter, the Department shall notify Intellitech of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4.3 Terms of Payment.

(a) Timing of Payments. The License Fees shall be payable in equal consecutive annual installments, in advance of the provision of services, within a reasonable time of receipt of invoice by the County, and the County shall use best efforts to make such payments by August 10th of each year during a Term, as delineated on **APPENDIX B.**

(b) Vouchers: Voucher Review, Approval and Audit. All payments shall be made in advance and in accordance with 4.3(a) above and shall be contingent upon (i) Intellitech 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").

4.4 Reactivation after Termination.If this Agreement terminates or the County discontinues maintenance for any reason, and then subsequently desires (with Intellitech's permission) to purchase or reactivate maintenance in the future, such repurchase, or reactivation will be at the prevailing charges at the time of repurchase or reactivation. However, in the event that the Software has been updated or replaced by Intellitech in the interim period, Intellitech will have to install the new/updated Software for which the County may incur an installation charge and a license charge.

4.5 Additional License Fees. If after the effective date of this Agreement, the County either purchases additional Software or Software licenses from Intellitech, the County shall pay the applicable additional license and support and maintenance fee associated with said Software or Software licenses as disclosed by Intellitech in an addendum to this Agreement, pro-rated in order to reflect how much is then remaining in the current Term.

4.6 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.

4.7 Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Intellitech following the termination of this Agreement shall not exceed payments made as consideration for the unpaid amounts of the License Fees for the then current Term. The parties acknowledge that that the License Fees are paid in equal annual installments in advance of each year of the Term and shall not be refunded or prorated if the County terminates this Agreement prior to the end of the year for which the License Fees were paid. The Contractor will receive no payments respecting any Services performed after the Contractor received notice of termination from the County, except that to the extent that the County has not timely paid the License Fees for the current year, it shall pay to Intellitech the License Fees due and owing for the current year. For example, if the County fails to timely pay the annual License Fee by August 10, 2024 and then terminates the contract in October 2024 prior to paying the annual License Fee, it shall owe to Intellitech the full amount of the annual License Fee that was due and owing on August 10, 2024 (i.e., $184,775) nothwithstanding termination of this Agreement.

5. **Independent Contractor**. Intellitech is an independent contractor of the County. Intellitech shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of the Intellitech (an "Intellitech 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**. Intellitech represents that 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**.

7.1 Generally. Intellitech shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, Intellitech 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. Intellitech shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to Intellitech's disclosures.

7.2 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 Agreement or as required by law. Intellitech 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 Intellitech of such request prior to disclosure of the Information so that Intellitech may take such action as it deems appropriate.

7.3 Disclosure of Contract Package. Intellitech 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 Intellitech believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, Intellitech 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 Intellitech 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, Intellitech 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 Intellitech 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. Intellitech 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, Intellitech has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Intellitech 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. Intellitech 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, Intellitech agrees as follows:

(a) Intellitech 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. Intellitech has the right to cure such breach within thirty (30) days of receipt of written 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, Intellitech 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, Intellitech hereby certifies and covenants that:

(a) Intellitech 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 Intellitech'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) Intellitech 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) Intellitech 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 Intellitech is required to retain other records pertinent to performance under this Agreement;

(f) Intellitech 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) Intellitech 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.)

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

(a) Intellitech shall conduct its activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Intellitech shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which Intellitech operates.

(c) Intellitech shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Intellitech 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**.

13.1 Intellitech's Rights.

(a) The Software and all parts, subsystems or derivatives thereof, in whatever form, including, without limitation, source code, Object Code, microcode and mask works, including any computer programs and any documentation relating to or describing such Software, such as, but not limited to logic manuals and flow charts provided by Intellitech, including instructions for use of the Software and formulation of theory upon which the Software is based, are furnished to the County only under a limited, personal, non-exclusive, non-transferable, non-assignable Object Code license solely for the County's own internal business use on behalf of the Department, as specifically granted in Section 3 hereof.

(b) Except as expressly provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Intellitech to the County under this Agreement.

(c) The County shall not and shall not permit its affiliates or any third party to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software or merge the Software into any other software.

(d) All patents, copyrights, circuit layouts, mask works, trade secrets and other proprietary rights in or related to the Software ("Intellitech Proprietary Rights") are and will remain the exclusive property of Intellitech, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. The County will not take any action that jeopardizes Intellitech Proprietary Rights or acquire any right in the Intellitech Proprietary Rights or the Confidential Information, as defined in Section 14.2 herein. Unless otherwise agreed on a case-by-case basis, Intellitech will own all Intellitech Proprietary Rights, including without limitation all rights in any copy, translation, modification, adaptation or derivation of the Software or other items of Confidential Information, including any improvement or development thereof. The County will obtain, at Intellitech's request, the execution of any instrument that may be appropriate to assign these rights to Intellitech or perfect these rights in Intellitech's name.

(e) County shall not (i) allow any third party to have access to the Software and it shall not copy, share, lease, loan, or otherwise make the Software available for use by others, (ii) use the Software in any manner other than as provided herein; and (iii) modify the Software, without Intellitech's prior written consent, which consent may be withheld in Intellitech's sole discretion.

13.2 County's Rights. Except for the rights of Intellitech set forth in Section 13.1:

(a) 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 Intellitech for Services under this Agreement. Intellitech will use County Works in accordance with this Agreement.

(b) County Works shall be considered "work-made-for-hire" ("Copyrightable Materials") 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," Intellitech 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. Intellitech shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by Intellitech for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant Intellitech a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license. No part of any Copyrightable Materials shall include any Intellitech Proprietary Rights or any intellectual property related thereto.

13.3. Survival. The provisions of this Section shall survive termination of the Agreement.

14. **Confidentiality**.

14.1 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.

14.2 For the purposes of this Section, the term "**Confidential Information**" shall not include: (a) information that is in the public domain; (b) information known to the recipient party as of the date of this Agreement as shown by the recipient's written records, unless the recipient party agreed to keep such information in confidence at the time of its receipt; and (c)

information properly obtained hereafter from a source that is not under an obligation of confidentiality with respect to such information. Notwithstanding anything contained in this Agreement, all Software shall be considered proprietary and confidential regardless of whether it is marked. The provisions of this Section 11 shall survive termination or expiration of this Agreement, for any reason.

14.3 Data Protection. Intellitech 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 Intellitech or Intellitech Agents pertaining to the County business or financial affairs, or to the County's projects, transactions, clients, or customers, Intellitech 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. Intellitech 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 Intellitech receives or has access to under the Agreement or in connection with the performance of any services for the County. Intellitech 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 Intellitech receives PII related to the performance of this Agreement, Intellitech will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

14.4 Survival. The provisions of this Section 14 shall survive termination of the Agreement.

15. **Indemnification; Defense; Cooperation**.

15.1 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.

15.2 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.

15.3 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.

15.4 Infringement Indemnification.

(a) The Intellitech 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 ("IT 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 Intellitech and/or Intellitech Agents in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Intellitech: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Intellitech's sole expense, and (iii) assistance in the defense of any such action at the expense of the Intellitech.

(b) In addition to the foregoing, if the use of any work product shall be enjoined for any reason or if Intellitech believes that it may be enjoined, Intellitech shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such work product; (ii) to modify the work product so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said work product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Intellitech for such work product.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Intellitech; (ii) made without the Intellitech's approval; (iii) infringement occasioned by County Works, specifications, or requirements provided to the Intellitech.

(d) 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 Intellitech 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, then Intellitech shall immediately notify the County in writing and shall specify to what extent Intellitech believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. Intellitech 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 Intellitech as is appropriate, including any jurisdictional defenses the County may have.

(f) The preceding remedies are in addition to and not in lieu of Intellitech's obligation to indemnify and defend the County.

(g) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

15.5 Survival. The provisions of this Section shall survive the termination of this Agreement.

16. **Insurance**.

16.1 Types and Amounts. Intellitech shall obtain and maintain throughout the Term of this Agreement, at its own expense: (a) 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, (b) 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, (c) workers compensation insurance for the benefit of Intellitech's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation

Law, and (d) 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.

16.2 Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Intellitech pursuant to this Agreement shall be (a) 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 (b) in form and substance acceptable to the County. Intellitech shall be solely responsible for the payment of all deductibles to which such policies are subject. Intellitech shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Intellitech under this Agreement.

16.3 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, Intellitech shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Intellitech 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 Intellitech to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Intellitech 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.**

17.1 This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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. Any amendment to or assignment of this Agreement shall also require the advance written consent of Intellitech. 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.

17.2 Intellitech 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 Intellitech's subcontractors. Intellitech agrees to be fully responsible to the County for the acts and omissions of its subcontractors. Intellitech's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to Intellitech. Therefore, the County shall have no obligation to pay or to enforce the payment of any monies to any of Intellitech's subcontractors.

17.3 Intellitech shall ensure that its 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**.

18.1 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.

18.2 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.

18.3 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. The Contractor may also terminate for a material breach of the terms of this agreement where the County received written notice of the breach and after a reasonable time failed to cure. 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.

18.4 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. The Contractor may be compensated at a reasonable prorated rate for services provided by the Contractor outside any Term.

19. **Accounting Procedures; Records**. Intellitech 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 Intellitech 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:

20.1 Notice. At least thirty (30) days prior to seeking relief, Intellitech 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. Intellitech shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (a) the Department and the (b) 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 Intellitech shall allege that the above-described actions and inactions preceded Intellitech's action or special proceeding against the County.

20.2 Time Limitation. Such action or special proceeding is commenced within the earlier of (a) 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 (b) the time specified in any other provision of this Agreement.

21. **Work Performance Liability**. Intellitech is and shall remain primarily liable for the successful completion of all work in accordance this Agreement during the Term hereof irrespective of whether Intellitech is using an Intellitech Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Intellitech Agent has been approved by the County.

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

23. **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

(a) in writing,

(b) delivered or sent

(i) by hand delivery, evidenced by a signed, dated receipt,

(ii) postage prepaid via certified mail, return receipt requested, or

(iii) overnight delivery via a nationally recognized courier service,

(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 Intellitech 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 Intellitech, to the attention of the person who executed this Agreement on behalf of Intellitech at the address specified above for Intellitech, or in each case to such other persons or addresses as shall be designated by written notice.

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

24.1 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 (a) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation upon written notice to Intellitech 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.

24.2 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.

24.3 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.

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

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

26. **Administrative Service Charge**. Intellitech 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 Intellitech 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 |

27. **Executory Clause**. Notwithstanding any other provision of this Agreement:

27.1 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:

(a) all County approvals have been obtained, including, if required, approval by the County Legislature, and

(b) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

28. **Entire Agreement**. This Agreement and the Schedules, Exhibits, and Addenda hereto and thereto 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.

29. **Counterpart Execution**. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. A signed copy of this Agreement delivered by facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

30. **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.

31. **Waiver**. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

32. **Successors and Third Party Beneficiaries**. This Agreement shall inure to the benefit of the parties and their successor and permitted assigns. No third party shall have any rights hereunder.

33. **Survival**. The provisions of this Agreement shall survive the termination or expiration thereof.

[SIGNATURES ON NEXT PAGE}

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

**INTELLITECH CORPORATION**

By: _____
John J. Jacobs, CEO

Date: 7-7-2023

**NASSAU COUNTY**

By: _____

Name: _____

Title:

(or) ___ County Executive
(or) ___ Chief Deputy County Executive
(or) ___ Deputy County Executive

Date: 7/20/23

ARTHUR T. WALSH
Chief Deputy County Executive

STATE OF OHIO )
)ss.:
COUNTY OF MAHONING)

On the day of July 7th in the year 2023 before me personally came John J. Jacobs, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Mahoning; that he is the Chief Executive Officer of Intellitech, Corporation, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

JESSICA DWORAK NOTARY PUBLIC STATE OF OHIO

Jessica Dworak

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
10/20/2026

Jessica Dworak
NOTARY PUBLIC

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

On the 20 day of July in the year 2023 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nass.; that he or she is the Mbr of LL of [illegible], 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

ANTONIO J. COMPARETTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6282907
Qualified in Nassau County
Commission Expires May 28, 20[illegible]

**EXHIBIT A**
**ADDITIONAL SOFTWARE AND PRODUCTS**

As of the date of the Contract for Services and License Agreement

*By the parties' signatures below, this Exhibit A may be amended from time to time to reflect any modifications or additions to the Software/ Products.*

**[PRESENTLY THERE ARE NO ADDITIONAL SOFTWARE, PRODUCTS, OR SERVICES]**

**Intellitech, Corporation**

By: _____

John J. Jacobs, CEO

7-7-2023

Date

**Nassau County**

By: _____

Signature

_____

Printed Name and Title

_____

Date

## APPENDIX A

## SOFTWARE ERROR CORRECTION GUIDELINES, PROCEDURES, PRIORITIES, AND SUPPORT RESPONSE

### SOFTWARE ERROR CORRECTION GUIDELINES, PROCEDURES

(i) All Software Errors reported by County employees shall be resolved as set forth below. Initial response by Intellitech will be based upon the priority assigned by the County's supervisor. Resolution response will be based upon the priority jointly agreed on by Intellitech and the County. The County will specify a central contact person at each site and a County coordinator who will be the focal point for all activity.

(ii) If the County determines a Software Error exists, the County shall notify Intellitech by telephone to Intellitech's support line at (330) 707-1090. The County will set forth the defects noted with specificity requested by Intellitech. Upon notification of a reported Software Error, Intellitech shall attempt to reproduce and verify the error and, if so verified, will correct the Software Error(s) in accordance with the Priorities and Support Response Section, below. Notwithstanding the foregoing, Intellitech may, at its discretion, reasonably applied, correct Low Priority Software Errors in a future Update to the Intellitech Software.

(iii) "Normal Technical Services Hours" are 8:00a.m. through 5:00p.m. (EST), Monday through Friday, excluding holidays. "Normal Intellitech Office Hours" are 8:00a.m. through 5:00p.m. (EST), Monday through Friday, excluding holidays.

(iv) The main support line will be answered by an automated attendant at all hours. If a Technical Services representative is available, the call will be answered and handled immediately. If all representatives are busy, the County will be given the option to leave a message. All other problem reports will operate on a call-back basis after leaving a message in the support voice mailbox.

(v) During Normal Technical Services Hours, each Software Error report or enhancement request will be assigned an issue number. This number should be used for all subsequent inquiries relating to the original Software Error report. Problems reported after Normal Technical Services Hours (that are not Critical Priority or High Priority) will be logged and assigned an issue number the next business day.

(vi) The County shall provide Intellitech with a high-speed data connection (as more fully defined in Section 9.0 of Addendum A-1 Statement of Work) to each physical area in which a Server or interface equipment is located to enable Intellitech to access, diagnose, update or install a Workaround to the system. The County shall additionally provide a voice telephone line located near such areas to allow simultaneous voice and data access.

(vii) If the problem is not a Critical Priority Problem, Intellitech will operate on a call-back basis. If requested or specified in the response time criteria below, an Intellitech representative will return the call in a manner consistent with the priority and order in which the call was received. The County will make every effort to respond to Intellitech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

## PRIORITIES AND SUPPORT RESPONSE

(1) Critical Priority:

(i) Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.

(ii) Description: A critical Software Error, which severely impacts the ability of the County to book in or release inmates. These Software Errors are:

1. Software Server software lockup (in relation to Intellitech software only; any error originating in software outside of Intellitech ownership or control does not apply)
2. Data corruption caused by Intellitech Software
3. Intellitech Software is inoperable due to one of the following conditions:
   - Inability to enter new inmate bookings.
   - Inability to release an inmate.
   - Inability to change court, bond information.
   - Inability to check warrants, orders, detainers.
   - Inability to perform headcount Information.

(iii) Initial Response: Intellitech will respond with a call back within thirty (30) minutes during Normal Technical Services Hours, and after Normal Technical Services Hours, Intellitech will respond with a call back within two (2) hours. An event of Force Majeure, or other delays beyond Intellitech's reasonable control, including, but not limited to interruption of telephone or cellular telephone service, or paging services caused by the respective carrier's technical difficulties, shall not constitute a failure of Intellitech to respond within the time limits for Critical Priority issues, and shall not constitute a Default under this Agreement.

(iv) Resolution Response: Intellitech will work continuously to provide the County with a Workaround solution or to completely resolve the problem.

(v) Notification: It is the responsibility of the County to notify Intellitech of a Critical Priority issue. Intellitech will update the County contact of progress frequently during problem resolution and provide a final report of the status of the system once the Workaround has been provided or the problem has been resolved.

(2) High Priority:

(i) Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.

(ii) Description: A non-critical Software Error which does not prevent the booking in or release of inmates, but which does prevent the User from performing common bookings, releases, or system administrative function. These do not include cosmetic, documentation, reporting, or

similar problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.

(iii) Initial Response: Intellitech will respond with a call back within one (1) hour during Normal Technical Services Hours, and after Normal Technical Services Hours, Intellitech will respond with a call back within an average of two (2) hours. An event of Force Majeure, or other delays beyond Intellitech' reasonable control, including, but not limited to interruption of telephone or cellular telephone service, or paging services caused by the respective carrier's technical difficulties, shall not constitute a failure of Intellitech to respond within the time limits for High Priority issues, and shall not constitute a Default under this Agreement.

(iv) Resolution Response: Intellitech will provide a resolution or Workaround for the County within 24 hours. (Providing a Workaround would usually result in lowering the priority of the problem.) Unless a reasonable Workaround is promptly provided, Intellitech will work diligently to resolve the problem as soon as reasonably feasible. If a reasonable Workaround is available, Intellitech will provide a problem resolution in the form of an Upgrade or modification to the Software in a future update.

(v) Notification: It is the responsibility of the County to notify Intellitech of a High Priority issue. Intellitech will notify the local County supervisor when a Workaround has been provided or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding and resolved issues showing all problems reported during the period or unresolved as of the date of the report.

(3) Medium Priority:

(i) Hours of Availability: Normal Technical Service Hours.

(ii) Description: A Software Error which is not Critical, and would be a high priority, except that there is a reasonable Workaround. These include but are not limited to:

(1) Reporting, errors or calculation problems.

(2) Questions or inquiries relating to Intellitech Software functionality, system administration, or installation.

(iii) Initial Response: Intellitech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.

(iv) Resolution Response: Intellitech will correct Medium Priority errors in upcoming releases.

(v) Notification: It is the responsibility of the County to notify Intellitech of a Medium Priority issue. Intellitech will notify the local County supervisor when a workaround has been provided or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

(4) Low Priority:

(i) Hours of Availability: Normal Technical Service Hours.

(ii) Description: All other software or documentation errors not described above. These include but are not limited to:
   (1) Documentation inaccuracies
   (2) Cosmetic issues
   (3) Misspellings

(iii) Initial Response: Intellitech will not respond to these items unless specifically requested to do so at the time of the request. If a reply is requested, Intellitech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.

(iv) Resolution Response: Intellitech will correct Low Priority Problems in upcoming releases of the software or documentation.

(v) Notification: It is the responsibility of the County to notify Intellitech of a Low Priority issue. Intellitech will notify the local County supervisor when a Workaround has been provided or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

## APPENDIX B

## INITIAL TERM LICENSE FEES

As of the date of the Contract for Services and License Agreement

*By the parties' signatures below, this Appendix B may be amended from time to time to reflect any modifications to the Initial Term License Fees.*

The County shall pay License Fees for the Initial Term as follows:

**Initial Term License Fees [August 10, 2023 through August 9, 2026]**

| Term Year | License Fee |
|---|---|
| Year 1 of Initial Term:<br>August 10, 2023 – August 9, 2024 | $184,775.00 |
| Year 2 of Initial Term:<br>August 10, 2024 – August 9, 2025 | $184,775.00 |
| Year 3 of Initial Term:<br>August 10, 2025 – August 9, 2026 | $184,775.00 |
| **MAXIMUM AMOUNT** | ***$554,325.00** |
| ***The Maximum Amount shall be payable in three (3) equal consecutive annual installments of $184,755, payable in advance of the provision of services, no later than the anniversary date of the Agreement – to wit: August 10.**<br><br>***For each Renewal Term, the Maximum Amount shall increase by three percent (3%) of the then current Maximum Amount (i.e., Yearly rate in Renewal Term will be $190,318.25 with a Maximum Amount of $570,954.75).** | |

## 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, upgrades, 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, upgrading, 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:
   John J. Jacobs (Name)
   8544 Hickory Hill Dr, Polo, OH 44514 (Address)
   (330) 707-1090 (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) 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.

7-7-23
Dated

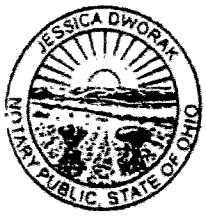
John T Jacobs
Signature of Chief Executive Officer

JOHN T JACOBS
Name of Chief Executive Officer

Sworn to before me this

7th day of July, 2023.

Jessica Dworak
**Notary Public**




Jessica Dworak

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
10/20/2026

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2026

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: Brianna Killip | |
|---|---|---|
| Cross Insurance-Portland<br>2331 Congress Street<br>Portland ME 04102 | PHONE (A/C, No, Ext): (207) 780-1677 | FAX (A/C, No): (207) 780-6377 |
| | E-MAIL ADDRESS: brianna.killip@crossagency.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Chubb Indemnity Ins Co | 12777 |
| | INSURER B : Federal Ins Co | 20281 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED: Intellitech Corporation, 8544 Hickory Hill Drive, Poland OH 44514

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Intellitech Corp **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | D02439694 | 09/29/2025 | 09/29/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 73645700 | 09/29/2025 | 09/29/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Hired Auto | $ 1,000,000 |
| B | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 5672-39-75 | 09/29/2025 | 09/29/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

Additional insured status is provided to Nassau County on the General Liability, Automobile Liability and Umbrella coverages per the additional insured forms included within the policy. This document neither affirmatively nor negatively amends, extends or alters the terms of or the coverage afforded by the policy referenced herein.

**CERTIFICATE HOLDER**

Nassau County
1 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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**Bureau of Workers' Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

**Mike DeWine**, *Governor* **Jim Tressel**, *Lt. Governor* **Stephanie McCloud**, *Administrator/CEO*

04/21/2025
Date Mailed

#BWNFVSQ
#XX10031490559#

Kyle Indermuehle
GovHost, LLC
9000 Town Center Pkwy
Lakewood Ranch FL 34202-4101

**IMPORTANT DOCUMENT: REMOVE AND POST**

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-44-2026

| | |
|---|---|
| Subject: Command Center (S/B 07059-02246-016 REQ. RQPW25000162) | Date: May 11, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: Don Brown Bus Sales Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-44-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Anette Sullivan, Buyer |

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 JUL -6 P 2:43

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/3/2026 GM | Chief Procurement Officer | 7/6/26 | Budget |
| 6/17/26 JSG | County Attorney | 7/6/26 | County Executive |
| 6/16/26 SDS | Insurance | | |

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

**Narrative**

**Purpose:** To award and execute a purchase order between the Nassau County Department of Public Works and Don Brown Bus Sales Inc., for a command center.

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

| **Vendors Viewed the solicitation 38** | **Vendors bid on this solicitation 3** |
|---|---|
| 9 Woman owned business | Woman owned business |
| 8 Minority (African/American) | Minority (African/American) |
| 25 Small Business | 2 Small Business |
| 2 Service Disabled (Veteran) owned | Service Disabled (Veteran) Owned |
| 2 Veteran Owned Business | Veteran Owned Business |
| None of the Above | None of the Above |

The identified lowest responsible bidder, Don Brown Bus Sales Inc., is not listed in any of the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this purchase shall be Two Hundred Seventy-Five Thousand Five Hundred Fifteen Dollars ($275,515.00) from grant funds PWCAPCAP 00005.

**Recommendation:** Department of Shared Services, Office of Purchasing, recommends approval of the purchase order to Don Brown Bus Sales Inc.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-44-2026**

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

**DATE:** May 11, 2026

**SUBJECT:** RESOLUTION– THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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 HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS ($275,515.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO DON BROWN BUS SALES, INC. FOR A COMMAND CENTER.

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

VB: gb
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 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY PUBLIC WORKS, AND DON BROWN BUS SALES INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 07059-02246-016 for a command center for Nassau County Department of Public Works, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Don Brown Bus Sales Inc. submitted the lowest responsible bid and 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 Purchase Order with Don Brown Bus Sales 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:
Evan Kushner [EKUSHNER@BUSCRAZY.NET]

Dated: 02/19/2026 01:46:22 pm

Vendor: Don Brown Bus Sales

Title: Bid 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: 02/20/2026

1) Proposer's Legal Name: Don Brown Bus Sales

2) Address of Place of Business: 703 County Highwah 107

City: Johnstown State/Province/ Territory: NY Zip/Postal Code: 12045

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: 005847306

5) Federal I.D. Number: 141679304

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:

High Level Enterprises and Blue Ridge Bus Sales

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.

None

(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.

None

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

If a potential conflict is discovered, we commit to notifying the County within 24 hours of management becoming aware.

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;

04/14/1986

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

Eric Sebast 2320 Holly Creek Rd Greeneville, TN 37744
Mark Sebast 2400 Holly Creek Rd Greeneville, TN 37744

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

President - Eric Sebast 2320 Holly Creek Rd Greeneville, TN 37744
CEO - Mark Sebast 2400 Holly Creek Rd Greeneville, TN 37744

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

48

vi) Annual revenue of firm;

32000000

vii) Summary of relevant accomplishments

Don Brown Bus Sales started as a small used bus dealer and has grown into one of the larger dealerships in New York. We sell and service buses and custom built specialty vehicles such as mobile command units, mobile medical units, secure transport vehicles, etc.

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

B. Indicate number of years in business.

40

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

Please feel free to contact our references and please be sure to review the document submitted in reference to our financial strength

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 | NYCEM NYC Emergency Management | | |
| Contact Person | Craig Bonney Deputy Chief Operating Officer | | |
| Address | 165 Cadmen Plaza East | | |
| City | Brooklyn | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (718) 422-8925 | | |
| Fax # | | | |
| E-Mail Address | CBonney@oem.nyc.gov | | |

| | | | |
|---|---|---|---|
| Company | North Carolina Department of Adult Corrections | | |
| Contact Person | Dave Nowell | | |
| Address | 4250 Mail Service Center | | |
| City | Raleigh | State/Province/Territory | NC |
| Country | US | | |
| Telephone | (919) 324-6225 | | |
| Fax # | | | |
| E-Mail Address | james.nowell@dac.nc.gov | | |

| | | | |
|---|---|---|---|
| Company | Piedmont Technical College | | |
| Contact Person | Brian McKenna | | |
| Address | PO Box 1467 | | |
| City | Greenwood | State/Province/Territory | SC |
| Country | US | | |
| Telephone | (864) 941-8314 | | |
| Fax # | | | |
| E-Mail Address | mckenna.b@ptc.edu | | |

I, Evan Kushner , 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, Evan Kushner , 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: Don Brown Bus Sales

Electronically signed and certified at the date and time indicated by:
Evan Kushner EKUSHNER@BUSCRAZY.NET

Bid Manager
Title

02/24/2026
Date

New York State Department of Motor Vehicles

# OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 11/30/26

*FACILITY IDENTIFICATION NO.* 7037214 RS

Validation Date and Number: 11/19/24 35173

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

DON BROWN BUS SALES INC
703 CO HWY 107
JOHNSTOWN NY 12095

This document does not certify that this business complies with zoning and other local laws

V-61P (11/95)

**POST IN A CONSPICUOUS PLACE**

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New York State Department of Motor Vehicles

# OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 11/30/26

*FACILITY IDENTIFICATION NO.* 7037214 ISP

Validation Date and Number: 11/19/24 35174

This person is LICENSED AS A PUBLIC INSPECTION STATION

pursuant to the provisions of the Vehicle and Traffic Law.
1A-1B-2A-2B

DON BROWN BUS SALES INC
703 CO HWY 107
JOHNSTOWN NY 12095

This document does not certify that this business complies with zoning and other local laws

1V-61P (11/95)

**POST IN A CONSPICUOUS PLACE**

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New York State Department of Motor Vehicles

# OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 11/30/26

*FACILITY IDENTIFICATION NO.* 7037214 DLU

Validation Date and Number: 11/19/24 35175

This person is REGISTERED AS A DEALER

pursuant to the provisions of the Vehicle and Traffic Law.

DON BROWN BUS SALES INC
703 CO HWY 107
JOHNSTOWN NY 12095

This document does not certify that this business complies with zoning and other local laws

AV-61P (11/95)

**POST IN A CONSPICUOUS PLACE**

**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: Mark J Sebast
   Date of birth: 04/23/1957
   Home address: 2400 Holly Creek Road
   City: Greeneville State/Province/ Territory: TN Zip/Postal Code: 37745
   Country: US

   Business Address: 703 Co Hwy 107
   City: Johnstown State/Province/ Territory: NY Zip/Postal Code: 12095
   Country US
   Telephone: 5184615000

   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 | 01/01/2016 |
| Chairman of Board | | Shareholder | 11/01/1987 |
| Chief Exec. Officer | 01/01/2016 | 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.
   Owner - 50%

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.

Noonan Leasing, LLC - Owner
50% owner in High Level Enterprises, Inc. (Indiana Corporation) & Blue Ridge Bus Sales, Inc. (Tennessee Corporation).

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.

Virginia Department of Corrections has awarded Blue Ridge Bus Sales a contract

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, Mark J. Sebast , 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, Mark J. Sebast , 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.

Don Brown Bus Sales, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark J. Sebast MARK@BUSCRAZY.NET

CEO

Title

04/02/2026 11:41:04 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 Sebast
   Date of birth: 03/28/1985
   Home address: 2320 Holly Creek Road
   City: Greeneville State/Province/ Territory: TN Zip/Postal Code: 37745
   Country: US

   Business Address: 703 County Highway 107
   City: Johnstown State/Province/ Territory: NY Zip/Postal Code: 12095
   Country US
   Telephone: 518-762-7380

   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 | 01/01/2016 | Treasurer | |
| Chairman of Board | | Shareholder | 01/01/2018 |
| Chief Exec. Officer | | Secretary | 01/01/2020 |
| 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.
   50% Owner of business

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

50% owner in High Level Enterprises, Inc. (Indiana Corporation) & Blue Ridge Bus Sales, Inc. (Tennessee Corporation).

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.

Virginia Department of Corrections has awarded Blue Ridge Bus Sales a contract, High Level Enterprises has received several contracts from Tennessee, Michigan, Virginia, Georgia, Florida, Texas.

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, Eric Sebast , 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 Sebast , 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.

Don Brown Bus Sales, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Sebast ERIC@BUSCRAZY.NET

President
Title

04/02/2026 11:16:45 am
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Don Brown Bus Sales, Inc.

Address: 703 County Highway 107

City: Johnstown State/Province/Territory: NY Zip/Postal Code: 12095

Country: US

2. Entity's Vendor Identification Number: 141679304

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 | Eric | | | | |
| Last Name | Sebast | | | | |
| MI | | Suffix | | | |
| Address | 2320 Holly Creek Road | | | | |
| City | Greeneville | State/Province/ Territory: | TN | Zip/Postal Code: | 37745 |
| Country | US | | | | |
| Position | President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Mark | | | | |
| Last Name | Sebast | | | | |
| MI | | Suffix | | | |
| Address | 2400 Holly Creek Road | | | | |
| City | Greeneville | State/Province/ Territory: | TN | Zip/Postal Code: | 37745 |
| Country | US | | | | |
| Position | Chief Exec. 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 | Eric | | | | |
| Last Name | Sebast | | | | |
| MI | | Suffix | | | |
| Address | 2320 Holly Creek Road | | | | |
| City | Greeneville | State/Province/ Territory: | TN | Zip/Postal Code: | 37745 |
| Country | US | | | | |
| Position | President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Mark | | | | |
| Last Name | Sebast | | | | |
| MI | | Suffix | | | |
| Address | 2400 Holly Creek Road | | | | |
| City | Greeneville | State/Province/ Territory: | TN | Zip/Postal Code: | 37745 |
| Country | US | | | | |
| Position | Chief Exec. Officer | | | | |

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.

High Level Enterprise and Blue Ridge Bus Sales

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.

(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:
Eric Sebast [Eric@buscrazy.net]

Dated: 02/20/2026 02:32:46 pm

Title: President

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

# 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
07059-02246-016

Dated: 1/15/26

BID OPENING DATE
2/24/26
11:00 A.M. E.D.T.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| Anette Sullivan | 516 571 6103 | RQPW25000162 |

OFFICE OF PURCHASING
MAR 12 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Command Center

- 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:
NCPW
170 Cantiague Rock Road Hicksville NY 11801 Brad Dickson
516 571 6861

GUARANTEED DELIVERY DATE
150-175 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
141679304

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Don Brown Bus Sales Inc.

ADDRESS 703 County Highway 107

CITY Johnstown STATE NY ZIP CODE 12095 TELEPHONE 518-762-7380

Bid Manager
SIGNATURE OF AUTHORIZED INDIVIDUAL

Evan Kushner, Bid Manager
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 all 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: Don Brown Bus Sales Inc.

Address: 703 County Highway 107 Johnstown NY 12095

Telephone No: 518-762-7380 Fax No:

1. State Whether: A Corporation X

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bidder
BIDDER

Bid Manager
TITLE

## QUALIFICATION STATEMENT

BIDDER'S NAME: Don Brown Bus Sales Inc.

ADDRESS: 703 County Highway 107 Johnstown NY 12095

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 Eric Sebast 2320 Holly Creek Rd Greeneville, TN 37744

   VICE PRESIDENT

   SECRETARY Eric Sebast 2320 Holly Creek Rd Greenville, TN 37744

   TREASURER Mark Sebast 2400 Holly Creek Rd Greeneville, TN 37744

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 40

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Buses & Specialty Vehicles

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 |
|---|---|---|---|---|
| Eric Sebast | President | 19 | | |
| Mark Sebast | CEO | 40 | | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Compiled and reviewed the bid in full along with our factory representatives

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Manager
BIDDER TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Evan Kushner, Bid Manager

845-263-0887

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: NYC Emergency Management (NYCEM)

ADDRESS: 165 Cadman Plaza East Brooklyn, NY 11201

TELEPHONE: 718-422-8925 CONTACT PERSON Craig Bonney Deputy Chief Operating Officer
CONTRACT DATE: 12/5/23 - 5/29/24

2. REFERENCE'S NAME: North Carolina Dept of Adult Corrections

ADDRESS: 4250 Mail Service Center Raleigh, NC 27604

TELEPHONE: 919-324-6225 CONTACT PERSON Dave Nowell
CONTRACT DATE: Through 4/1/25

3. REFERENCE'S NAME: Piedmont Technical College

ADDRESS: PO Box 1467 Greenwood, SC 29648

TELEPHONE: 864-941-8314 CONTACT PERSON Brian McKenna

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Mgr
BIDDER

Bid Manager
TITLE

CONTRACT DATE: Through 6/28/24

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 _____ Bid Manager
BIDDER TITLE

## 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**

[ ] 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: 2/19/26

Bid Manager
(Signature of Bidder)

Print Name: Evan Kushner

Print Title: Bid Manager

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____, Bid MGR
BIDDER

Bid Manager
TITLE

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 Contractor'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 _____ / Bid Mgr
BIDDER

Bid Manager
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, 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 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 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.

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.

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.

NOTE: 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 _____ Bid Manager
BIDDER TITLE

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.

**PLEASE FILL OUT THE ABOVE FORMS THEY MUST BE FILLED OUT IN THE PORTAL PRIOR TO THE BID OPENING.**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Mgr _____ Bid Manager
BIDDER TITLE

## 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.

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing a **command center.**

**AWARD:** 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.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**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** 150-175 **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.

**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 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 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**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Manager
BIDDER TITLE

**TOTAL CONSUMPTION**: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**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.

**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.

**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.

**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.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, 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.

**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.

**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.

**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: 3 years or 36,000 miles. See warranty attached.

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:

Optional 5 year extended conversion warranty - $13,572

**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.

**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.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 60 **DAYS AFTER BID OPENING**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Manager
BIDDER TITLE

**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.
180 days or until Jan 1st 2027 days.

**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 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.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Mgr
BIDDER

Bid Manager
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'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# 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:** 2/19/26

**Signature:** Evan, Bid Manager

**Name:** Evan Kushner

**Title:** Bid Manager

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Evan Kushner Bid Mgr
BIDDER

Bid Manager
TITLE

**Contractor Name:** Don Brown Bus Sales Inc.

**Contractor Address:** 703 County Highway 107 Johnstown NY 12095

**NON-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 19th day of February, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Don Brown Bus Sales Inc.

Address: 703 County Highway 107 Johnstown NY 12095

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Bid Mgr
BIDDER

Bid Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07059-02246-016

Street: 703 County Highway 107

City, Town, etc: Johnstown, NY 12095

Telephone: 518-762-7380 Title: Bid Manager

If applicable, responsible Corporate Officer

Name Eric Sebast Title President

Signature: _____ Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.**

**GENERAL 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.

Bidders **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.

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BIDDER SIGN HERE _____ Bid Mgr
BIDDER

Bid Manager
TITLE

**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

**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.

**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.

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

# SPECIFICATIONS

*** Please circle yes or no each line, if offering an equal circle no and indicate what equal item you are offering at the bottom of the bid.**

## Command Center as per specs or equal

| Item # | Qty. | Unit | Description | | Unit Price | | Total Price |
|---|---|---|---|---|---|---|---|
| #1 | 1 ( one ) | each | Command Center as per specs | @ | $ 275,515 | = | $ 275,515 |

TRAILER:
1 8.5'W X 20'L TANDEM 7000# AXLE Perimeter Style Aluminum Frame 7000# Tandem Torsion Axles Electric Brakes 6" Double Hollow Aluminum Tube Frame Aluminum Cross Members @16" O.C. 75-1/2" Aluminum Tube Wall Posts @16" O.C. 84" Standard Interior Height 0.40 White Exterior Metal Aluminum Tube Roof Members @16" O.C. 2-5/16" Coupler 60" Triple Tube Tongue 12v Electric Tongue Jack (3500# Cap) ST235/80R16/LRE 16" Radial Tires Black Liger Alum Wheels (4) Stainless Steel Center Caps Stainless Steel Front Insert New Front Polished Corner Castings Stainless Steel Front Corners (2) Polished Rear Corner Castings (2) Chrome Bezel For Led Tail Light Aluminum 5-1/2" Super Duty Bottom Trim Aluminum Walk On Roof Roof Access Ladder Led Clear Lens Exterior Lighting Led Strip Tail Lights Anodized Front Corners VHB Fasternerless Exterior 3/4" Engineered Flooring 3/8" Engineered Sidewalls 36" Bravo Built HD Aluminum Frame Side Door W/Strap Hinges, Barlock & Flushlock 30 Gal Under Frame Fuel Tank W/ Cast Alum Fuel Fill Door 24" Stoneguard Conspicuity Tape Up & Over Fixed Exterior Aluminum Ladder W/ATP Step
Note: Specifications are from trailer manufacturer and are subject to change without notice. (Y) / N
1 US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle. (Y) / N
1 Spare 235/80R16 16" tire mounted on a steel wheel, shipped loose. (Y) / N
1 Pair of rubber wheel chocks with rope handle, shipped loose in the vehicle. (Y) / N
BODY:
1 Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door (Y) / N
1 Wire one of the overhead lights to function as a courtesy light when the entry door is opened (Y) / N
Quantity

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BIDDER SIGN HERE _____ BIDDER

Bid Manager
TITLE

1 Lippert Treadlite 30" wide - single - automatic electric steel entry step mounted under entry door. Product features: • Automatic LED ground light • Step remains extended unless ignition is turned on. NOTE: Step light will be tied into courtesy light defeat. (Y) / N
1 Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments. (Y) N
PAINT / GRAPHICS:
Body base color shall be white. (Y) / N
INDEPENDENCE ONYX INTERIOR: • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: Charcoal • Cabinets: #HAT2-C0111 Charcoal Gray Textured Powder Coated Aluminum • Counters and Tables: #4880-38 Carbon Mesh Note: Manufacturer reserves the right to substitute equivalent materials. (Y) / N
DRIVER / PASSENGER CAB AREA:
Trailer Labels: • Vehicle height sign on exterior of trailer. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built. (Y) N
WALLS, CEILING AND FLOOR:
Install wood furring strips on interior body side posts and roof supports to provide space for the installation of insulation, conduit and electrical boxes. (Y) / N
Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall. (Y) / N
Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable. (Y) / N
Insulate ceiling with a minimum of 2-1/2" of fiberglass. Cover interior roof supports with 1/2" plywood. (Y) / N
Cover sub ceiling with Silver Mist headliner material. (Y) / N
Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded. (Y) / N
Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams. (Y) / N
Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required. (Y) / N
All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable. (Y) / N
1 Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. (Y) / N

1 Hehr Street side mounted 36" wide x 24" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a mini blind (Y) / N
GALLEY / LAVATORY:
1 Microwave oven, minimum 1.0 cu. ft..1000-watt. NOTE: Current model is Panasonic NN-SU656B 1.3 Cu. Ft. Black Countertop Microwave Oven (Y) / N
1 Norcold DC751BB DC powered refrigerator with the following features: • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 12/24 Vdc (Y) / N
SEATING:
4 HON Basyx HVL210 pneumatic task chair with five-star caster spider base, adjustable height and no armrests. (Y) / N
Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. (Y) N
BENCH SEAT REQUIREMENTS: • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples (Y) / N
CABINETS:
Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064"powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports. (Y) / N
Radius edging incorporated as design permits. (Y) / N
1 LED light with on/off switch, mounted under overhead cabinet. (Y) / N
2 Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. NOTE: Locate: One (1) at front wall One (1) curb side wall in conference area (Y) / N

3 Aluminum box pan shelf, up to 48" wide. NOTE: Locate: Three (3) adjustable in storage closet (Y) / N
Heavy B-Line steel channel fastened to bulkheads for shelf support. (Y) / N
Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding. (Y) / N
Conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding. (Y) / N
1 Powder coated 0.125" aluminum conference table base (Y) / N
1 120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing. (Y) / N
HVAC SYSTEM:
1 Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator. (Y) / N
1 Fan-tastic Ultrabreeze vent cover. NOTE: Color shall be white. (Y) / N
2 Low profile rooftop air conditioner. Includes: • 13,500 nominal Btu/hr air conditioner with condensate pump. • Ceiling Assembly with 6,000 Btu/hr heat strip (Y) / N
1 Broan model 112 kick space mount 5,120 Btu/hr electric heater. Located as shown on drawing. NOTE: Locate curb side under dry erase board. (Y) / N
AC ELECTRICAL SYSTEM:
1 Onan Commercial Quiet Diesel 10-kW generator model 10.0 HDKCC-42345 (or current model) mounted in a custom fabricated all aluminum compartment. Generator features: • Computer-controlled constant speed operation • Unique sound-controlled housing encloses cooling system and muffler (69 dB(A) @ full load measured at 10 feet) • Three-point, fully focalized internal mounting system • Service and maintenance points accessible through easy-latch side service door • High quality, pure sine wave electrical output maximizes sensitive equipment performance • Typical Gal/hr fuel consumption: No load = 0.11, Half load = 0.48, Full load = 1.20 Compartments will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • Compartment shall have 0.125"" aluminum 1"" box pan doors and 0.125"" aluminum frames. • Door frames shall be riveted to the body and welded to the compartments. • Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws • Doors shall have stainless-steel locking Vector T-handles with gasket. • Doors shall be hinged at the bottom. • Doors shall be held open in a horizontal position with aircraft cable supports. • All doors shall be sealed with industrial grade neoprene gasket. (Y) N

1 ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status (Y)/ N

1 100A-120/240Vac electrical control panel with the following features: • Generator and shore power main breaker • Twelve (12) UL listed magnetic/hydraulic branch circuit breakers with LED indicators, • Digital meters: voltage, frequency and amperage • Generator stop/start switch, and hour meter • 3-position rotary transfer switch (Y)/ N

120Vac auxiliary control panels as required with UL listed magnetic/hydraulic circuit breakers and LED indicators (Y)/ N

1 Hubbell 15A-125Vac shore power inlet, plastic with spring cover. (Y)/ N

1 Marinco 50A-125/250Vac shore power package including: • Waterproof shore power inlet with cap • 50-ft. 50A-125/250Vac shore power cord • 6-ft. 50A-125/250Vac pigtail (Y)/ N

6 20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: Locate: (2) Workstation #1 above counter (1) Workstation #2 above counter (1) Front wall above counter (1) Conference table base (1) curb side closet (Y)/ N

4 20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: Locate: (1) at electronics rack (1) at printer (1) Workstation #1 below counter (1) Workstation #2 below counter (Y)/ N

1 20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: Galley (Y)/ N

2 20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover. (Y) / N

Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. (Y)/ N

• Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and UL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements

1 Install customer supplied APC Smart-UPS 3,000VA rack mount UPS SRT3000RMXLA (Y) / N

6 Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS/Inverter as specified elsewhere in this document. NOTE: Locate: One (1) for each set of monitors [Qty 2] One (1) for each TV at workstation #1 and #2 [Qty 2] One (1) in raceway at workstation #1 One (1) in raceway at workstation #2 Y / N

1 120/240VAC WIRING REQUIREMENTS: • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. . • All 120/240Vac branch circuit wiring shall be boat cable (AWG 12 minimum). • All electrical circuits and appliances shall conform to applicable national electrical codes. (Y) / N

DC ELECTRICAL SYSTEM:

• Four (4) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed in a aluminum compartment. Two (2) batteries will be separated for auxiliary equipment (2.2 hours of capacity @ 75-amp discharge rate) and two (2) batteries will be for communications equipment (2.2 hours of capacity @ 75-amp discharge rate). Battery data assumes a usable voltage range of 13.6 to 10.5 volts. • Two (2) electronic converter/chargers, 60 amp minimum output each. Converter/charger features: • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • One (1) master disconnect switch to control the auxiliary battery systems. • 12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators and 12Vdc digital voltmeter. • 12Vdc auxiliary panels with UL listed magnetic/hydraulic circuit breakers as required. • 12Vdc auxiliary digital voltmeter to monitor the communications battery system. (Y) / N

18 Light, Orion 6" LED, neutral white with polished bezel and voltage regulation. (Y) / N

6 Whelen M62SLB Gradient LED Scene Light with clear outer lens and black flange. NOTE: Locate: Two (2) street side Two (2) curb side One (1) rear One (1) front (Y) / N
12VDC WIRING REQUIREMENTS: • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements. (Y) / N
EMERGENCY LIGHTING / SIRENS:
2 ION Series split red/blue TLIJ (or current model) NOTE: Locate one (1) over wheel well on each side [Qty 2] Tow vehicle parking lights circuit with override "kill" switch on panel (Y) / N

2 Whelen M7 series Linear Super-LED lighthead with internal flasher, Model M7J split RED/ BLUE LED's with clear outer lens. Includes chrome flange M7FC. NOTE: Locate on upper rear wall Tow vehicle parking lights circuit with override "kill" switch on panel (Y)/ N

AUDIO / VIDEO:

3 Prewire and make installation provisions for customer owned 30" - 45" LCD TV, mounting bracket not included (Y)/ N

3 Peerless SF640 Flat Wall Mounting Kit. • Mounting Kit (Wall Plate and Mounting Adapter) • For 32"-47" Flat Panels • Black (Y)/ N

2 Custom fabricated angled TV bracket. NOTE: Locate at TV's over workstations to angle downward (Y) N

1 Prewire and make installation provisions for customer supplied Winegard Carryout G3 Satellite TV Antenna with roof mount kit. Includes: • Roof mounted weather proof junction box . • Additional roof support structure as required. (Y)/ N

1 Prewire and make installation provisions for customer owned Direct TV receiver (Y) N

1 JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception (Y)/ N

1 Install customer supplied Kramer VS-66H2 6x6 4K HDR HDCP 2.2 Matrix Switcher NOTE: INPUTS: 1. Rack mounted micro computer 3 (customer supplied) 2. Rack mounted micro computer 4 (customer supplied) 3. Direct TV Receiver (customer supplied) 4. Rack mounted server (customer supplied) 5. Rack mounted video computer (customer supplied) 6. HDMI input at conference table base OUTPUTS 1. 43" monitor above workstation #1 2. 43" monitor above workstation #2 3. 43" monitor at rear wall 4. HDMI port in input box that allows for exterior connections 5. Open 6. Open (Y)/ N

7 HDMI input jack, wall plate and cable. NOTE: Seven (7) Local to each TV or Monitor. Location of each jack TBD (Y)/ N

1 HDMI input jack, wall plate and cable. NOTE: From wall plate to Matrix Switcher One (1) at conference table base (Y) / N
1 HDMI input jack, wall plate and cable. NOTE: Located in input box as output from matrix (Y) / N
MAST AND MAST MOUNTED EQUIPMENT:
1 Fireco 2300 series CX.4003N heavy-duty non-locking telescoping pneumatic mast. Mast features: • 187 lb. max top load capacity • 38' 9" extended height • 6' 9" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
NOTE: Customer ok with slower rise (Y) / N
1 Thomas Ultra Air-Pac 1/2-hp compressor with 2 gallon air tank (Y) / N
1 Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color. NOTE: Four (4) CAT6 for customer supplied IP antennas One (1) CAT6 for Bosch IP camera One (1) CAT6 spare One (1) LMR 240 UF (Y) / N
1 Custom fabricated 0.125" aluminum mast cover painted to match body color. (Y) / N
1 Custom fabricated aluminum mast mounting plate for camera. Includes: • Electrical connection box • Painted to match vehicle body color. (Y) / N
1 Mast lookup light mounted on mast. NOTE: Includes on/off switch at mast control switch (Y) / N
1 Weatherproof mast up/down control switch on exterior of vehicle (Y) / N
1 Install customer supplied camera NOTE: Bosch MIC IP Ultra Top Mount Camera (Y) / N
1 Install customer supplied decoder for Bosch camera (Y) / N
1 Install four (4) customer supplied IP antennas on mast top bracket (Y) / N

RADIOS:

Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch (Y)/ N

1 Prewire and make installation provisions for scanner NOTE: Locate to right of workstation #1 (Y)/ N

2 Prewire and make installation provisions for communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: Locate at workstation #2 (Y)/ N

Install hinged panels under countertops to conceal radio transceivers where applicable. (Y)/ N

1 Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations (Y)/ N

Laminate communication equipment shelf with heavy duty flexible PVC T-molding edge mounted above countertop. NOTE: Locate to right of workstation #1 for scanner (Y)/ N

12Vdc connector NOTE: Locate in curb side closet next to door (Y)/ N

COMPUTER NETWORK AND EQUIPMENT:

26 RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Locate: Three (3) at Workstation #1 - 2 above and 1 below counter (phone separate color) Three (3) at Workstation #2 - 2 above and 1 below counter (phone separate color) One (1) Front wall above counter Two (2) at conference table base (phone separate color) One (1) at printer Eight (8) for each cast product input box - 5 network, 3 phone [Qty 16] (phone separate color) (Y)/ N

2 Leviton 69270-U24 24-port Cat6 rack mount patch panel. (Y)/ N

Certified 18" Cat6 patch cord. As Required. (Y)/ N

Certified 36" Cat6 patch cord. As Required. (Y)/ N

1 Cable Certification Report confirming that network wiring complies with Cat6 specifications. (Y)/ N

1 Install customer supplied 1 RU VOIP switch (Y)/ N

1 Install customer supplied rack mount Cisco network switch. NOTE: 2 servers, 4 micro computers, VPN, and Wifi access point can be plugged directly to this switch (Y)/ N

4 Install customer supplied Dell 24" monitor U2422H (or current model) (Y)/ N

1 Pre-wire and make installation provisions for customer installed printer/fax/scanner. NOTE: Includes One (1) AC outlet and printer securement if shipped to MANUFACTURER for install. HP Officejet Pro 9125e (Y)/ N

4 Install customer owned computer. NOTE: Locate in electronics rack (Y) / N

2 Install customer supplied server. NOTE: Locate in electronics rack (Y)/ N

1 Install customer supplied ceiling mounted wireless access point. (Y)/ N

8 USB wall plate, input jack and cabling. NOTE: Locate: Four (4) at workstation #1 - to electronics rack (micro computers) Four (4) at workstation #2 - to electronics rack (micro computers) (Y) / N

1 Install customer supplied Fortigate Dual WAN security router NOTE: Configuration not included. (Y)/ N

2 Make installation provisions for customer owned 5G wireless router with single modem. Includes weathertight box mounted on antenna raceway or roof for future mounting of antenna. (Y)/ N

2 Cellular modem 5 in 1 antenna. PCTEL GL4X4-SF-PLK Multi-Band MIMO High Rejection 5G & 4G LTE GNSS 1x SMA Male 4x RP SMA Male, Threaded-Bolt Mount, 17 FT Cabling With SMA Connectors for Cell/GNSS, Black. (Y) / N

MISCELLANEOUS ELECTRONICS:

1 Middle Atlantic vented rack front door with key lock. VDR-18 (Y) / N

1 Middle Atlantic SRSR-18 (or current model) 18 RU sliding electronics rack with swivel base. (Y)/ N

1 Middle Atlantic FTA-3 1 space fan tray, with three (3) 69 cfm ventilation fans. (Y)/ N

2 Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket. (Y)/ N

2 Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: Located in each box: Eight (8) CAT6 jacks (3 for telephone, separate color) (Y) / N
2 Shroud with weatherproof pass-through hatch installed in the door of the input box. (Y) / N
1 Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: For leveling jack and mast controls. (Y) / N
MISCELLANEOUS OTHER:
1 Quadra MFG. Inc. Big Foot™ model QE-2 (or current model) two-point stabilizing system with individual switches. Includes: • 17,000-lb. capacity 21" jack with 15" stroke (2 total). • Safety interlock when jacks are deployed (Y) / N
1 Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side. (Y) / N
1 5 pound dry chemical fire extinguisher. (Y) / N
1 Battery powered combination Carbon Monoxide and Smoke alarm. (Y) / N
1 Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Trailer owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Trailer and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers. (Y) / N
1 TRAINING. A MANUFACTURER representative will provide up to four (4) hours of orientation on MANUFACTURER provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. (Y) / N

Inspection/Training
The Contractor shall at his/her expense, provide transportation, lodging, rental car and meal expenses during the pre-construction conference. Any travel distance greater than 250 miles shall be by non-stop commercial air travel. Travel expense calculations should be based upon the industry accepted system of General Services Administration (GSA) per diem rates.
Minimum fourteen (14) day advance notice of travel is required. (Y) / N

MANUFACTURER warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to MANUFACTURER warranty statement for details of warranty coverage. (Y) / N
Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as MANUFACTURER supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. MANUFACTURER reserves the right to make substitutions of equal quality and specifications of those listed in this document. Some component models change frequently. In the event that a specified component model becomes unavailable at the time MANUFACTURER attempts to source it, MANUFACTURER will provide a replacement model with equivalent or better features, as agreed upon with the customer.
(Y) / N

Don Brown
BUS SALES, INC.

703 Co Hwy 107, Johnstown, NY 12095
800.272.0842 • P: 518.762.7380 • F: 518.762.5448

**FORMAL SEALED BID COVER SHEET**

Bidder:
Don Brown Bus Sales, Inc.
703 County Highway 107
Johnstown, NY 12095
Phone: (845) 263-0887
Email: ekushner@buscrazy.net

Manufacturer:
High Level Enterprises, Inc.
1060 E. Waterford Street
Wakarusa, Indiana 46573

Bid Number: 07059-02246-016
Bid Title: Command Center
Agency: County of Nassau – Office of Purchasing

FOB: Destination – NCPW
170 Cantiague Rock Road
Hicksville, NY 11801

Guaranteed Delivery: 150 Days After Receipt of Order

Authorized Bid Submitter:

Evan Kushner
Bid Manager
Don Brown Bus Sales, Inc.

Date: 2/20/26

Don Brown
BUS SALES, INC.

703 Co Hwy 107, Johnstown, NY 12095
800.272.0842 • P: 518.762.7380 • F: 518.762.5448

**FORMAL PROPOSAL**

To: County of Nassau
Office of Purchasing
1 West Street
Mineola, NY 11501

Re: Formal Sealed Bid No. 07059-02246-016 – Command Center

Don Brown Bus Sales, Inc., as prime contractor, respectfully submits this proposal for one (1) Command Center manufactured by High Level Enterprises, Inc., in strict accordance with the specifications contained in pages 24–36 of the bid document and all issued amendments.

---

**DETAILED WARRANTY**

High Level Enterprises, Inc. provides a **Thirty-Six (36) Month / 36,000 Mile Limited Conversion Warranty**, whichever occurs first, covering manufacturer's defects in materials and workmanship under normal use. Warranty service shall be coordinated through the selling dealer in conjunction with High Level Enterprises, Inc. The warranties described herein exceed the minimum one (1) year warranty requirement specified in the bid document.

Coverage includes:

- Interior cabinetry
- Electrical systems (AC and DC)
- HVAC installation
- Mast system installation
- AV and network integration
- Installed equipment integration (excluding component manufacturer warranties)

Warranty begins upon written acceptance by the using agency.

**Structural Trailer Warranty – Discovery Trailers**

The trailer structure includes a **Three (3) Year Limited Structural Warranty** covering structural defects in materials and workmanship.

Specific components carry a one-year limited warranty as defined by the trailer manufacturer.

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**Manufacturer Component Warranties**

Individual components (generator, HVAC units, electronics, appliances, etc.) are covered by their respective manufacturer warranties.

**EXTENDED CONVERSION WARRANTY OPTION**

An optional extended conversion warranty is available to extend the High Level Enterprises conversion warranty from three (3) years to five (5) years total coverage.

Extended Warranty Term: Additional Two (2) Years
Total Conversion Warranty Coverage if Purchased: Five (5) Years

This optional extended warranty covers the same scope as the base HLE 36-month conversion warranty and begins immediately following the expiration of the base warranty. The optional extended conversion warranty is for conversion systems only and does not extend component manufacturer warranties unless otherwise provided by those manufacturers.

**DETAILED SPECIFICATIONS – PAGES 24–36**

The proposed Command Center shall include, but not be limited to, the following:

TRAILER CONSTRUCTION (Page 24)

- 8.5'W x 20'L Tandem 7000# Axle Perimeter Aluminum Frame
- 7000# Tandem Torsion Axles with Electric Brakes
- 6" Double Hollow Aluminum Tube Frame
- Aluminum Crossmembers @ 16" O.C.
- 75-1/2" Aluminum Tube Wall Posts @ 16" O.C.
- 84" Interior Height
- .040 White Exterior Metal
- Aluminum Roof Members @ 16" O.C.
- 2-5/16" Coupler
- 60" Triple Tube Tongue
- 12V Electric Tongue Jack (3500#)
- ST235/80R16 Radial Tires
- Aluminum Wheels with Stainless Caps
- Walk-on Aluminum Roof

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- Master Disconnect
- 12VDC Breaker Panels
- 18 LED Interior Lights
- Whelen Scene Lights
- MIL-Spec Wiring Standards
- High Current Wiring Schematic

EMERGENCY LIGHTING (Page 30–31)

- ION Series Red/Blue LED Warning Lights
- Whelen M7 Rear Warning Lights
- Kill Switch Override

AUDIO / VIDEO (Pages 31–32)

- TV Prewire & Mounts
- Satellite Antenna Prewire
- Digital HDTV Antenna
- Kramer 6x6 Matrix Switcher Installation
- HDMI Wall Plates & Cabling

MAST SYSTEM (Page 32)

- Fireco 2300 Series Telescoping Pneumatic Mast (38'9")
- Air Compressor & Tank
- Mast Cover & Cylinder
- Mast Mounted Lookup Light
- Bosch IP Camera Installation
- IP Antenna Installation

RADIOS (Page 33)

- 2-Gauge Radio Power Leads
- Prewire for Scanner
- NMO Antenna Bases
- Antenna Raceway
- Communication Shelf
- 12VDC Connector

COMPUTER NETWORK (Pages 33–34)

- 26 CAT6 Network Jacks
- 24-Port Patch Panels

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- Roof Access Ladder
- LED Exterior Lighting
- 3/4" Engineered Flooring
- 3/8" Engineered Sidewalls
- Heavy Duty 36" Side Entry Door
- 30 Gallon Underframe Fuel Tank
- Stoneguard and Conspicuity Tape

ADDITIONAL EQUIPMENT

- DOT Reflector Kit
- Spare Tire
- Rubber Wheel Chocks

BODY & ENTRY SYSTEM (Page 25)

- Heavy Duty Exterior Grab Handle
- Courtesy Lighting at Entry
- Lippert Treadlite Automatic Electric Step
- Full Underside Undercoating
- White Exterior Finish

INTERIOR PACKAGE – INDEPENDENCE ONYX

- Silver Smooth FRP Walls
- Silver Mist Ceiling
- Onyx PVC Flooring
- Charcoal Vinyl
- Powder Coated Aluminum Cabinets
- Carbon Mesh Counters

WALLS / FLOOR / CEILING

- 2-1/2" Insulated Walls & Ceiling
- 1/2" Plywood Substrate
- Continuous FRP Wall Panels
- 5/8" Structural T&G Floor
- Commercial PVC Flooring – Seamless
- Vinyl Cove Base
- Sliding Egress Window with Mini Blind

GALLEY / LAVATORY (Page 26)

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- Panasonic Microwave (1000W minimum)
- Norcold DC751BB 12/24V Refrigerator

SEATING

- Four HON Basyx Task Chairs
- Custom Fixed Bench Seating with Cushions
- FMVSS 571.302 Compliant Materials

CABINETRY

- Custom Fabricated Aluminum Cabinets
- Gas Lift Overhead Doors
- Magnetic Dry Erase Boards
- Adjustable Aluminum Shelving
- Laminated Countertops & Conference Table
- 120/240VAC Control Center

HVAC SYSTEM (Page 27)

- Fan-tastic 12V Roof Vent
- Ultrabreeze Cover
- Two Low Profile Rooftop AC Units with Heat Strips
- Broan Kickspace Heater

AC ELECTRICAL SYSTEM (Pages 27–29)

- Onan 10kW Commercial Quiet Diesel Generator
- Custom Aluminum Generator Compartment
- ACData Surge Suppressor
- 100A 120/240VAC Electrical Panel
- Shore Power Inlets (15A & 50A)
- Duplex Receptacles with USB
- Exterior GFCI Receptacles
- Wire Chase Raceway System
- UPS Installation Provisions
- Dedicated Red UPS Circuits
- Full 120/240VAC Wiring per NEC

DC ELECTRICAL SYSTEM (Pages 29–30)

- Four 6V Deep Cycle Batteries
- Dual Converter/Chargers (60A min)

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- Certified Patch Cords
- Cable Certification Report
- Rack Mount Cisco Switch Installation
- Dell Monitor Installation
- Printer Provisions
- Server Installation
- Wireless Access Point
- USB Wall Plates
- Fortigate Router Installation
- 5G Router Provisions
- PCTEL 5-in-1 Antennas

ELECTRONICS RACK (Page 34–35)

- Middle Atlantic 18RU Sliding Rack
- Vented Locking Front Door
- Fan Tray
- 15 Amp Power Strips

MISCELLANEOUS (Pages 35–36)

- Exterior Cast Aluminum Input Boxes
- Weatherproof Pass-through Hatch
- Big Foot QE-2 Stabilizing Jack System
- Super Dolly Pads
- 5 lb Fire Extinguisher
- Combination CO/Smoke Alarm
- Complete Documentation Package
- Four (4) Hours On-Site Training
- High Level Enterprises Thirty-Six (36) Month / 36,000 Mile Limited Conversion Warranty
- Discovery Trailers Three (3) Year Structural Warranty
- Manufacturer component warranties as applicable

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

**AMENDMENT NO. 2 2/18/26**

**FORMAL SEALED BID NO. 07059-02246-016**

**FOR:** Command Center

**ISSUED:** 01/15/26
**OPENING:** 02/24/26

**TO ALL BIDDERS:**

**There is not a delivery date of 5/1/2026, please review the bid document for all specifications.**

All other terms and conditions of this bid remain the same

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

E [illegible], Bid Manager 3/16/26

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

**AMENDMENT NO. 3 – 02/24/2026**

**FORMAL SEALED BID NO: 07059-02246-016**

**FOR:** COMMAND CENTER

**ISSUED:** 01/15/26
**OPENING:** 02/24/26

**TO ALL BIDDERS:**

This bid is postponed until 11 AM on Thursday 03/12/26.
All other terms and conditions of the Formal Sealed Bid remain unchanged.

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Bid Manager 3/16/26

Sign and date

# FORMAL BID RECOMMENDATION

BID NUMBER 07059-02246-016 OPEN 03/12/206 TITLE Command Center
DATE: 05/8/26 : **BUYER –Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 05/08/26
To: Supervisor From: Anette Sullivan

List of recommended awards in accordance with the 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.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/6/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

| | Bid Results |
|---|---|
| Item | Bidder |
| | Recommendation of award be made to |
| | Don Brown Bus Sales Inc as the lowest |
| | responsible bidder meeting specs |
| | Meeting held with vendor and Jeff Lindgre DPW |
| | Specs approved by Jeff Lindgren |
| | see email attached |

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: February 24, 2026 AT 11:00 A.M. PP 3/12/2026
BID NO: 07059-02246-016
REQ. NO: RQPW25000162
TITLE: Command Center

| ITEM # | ARTICLE | QTY | UNIT | 1 PHOENIX CONTRACTING | 2 LDV, INC. | 3 DON BROWN BUS SALES, INC | 4 | 5 | 6 | 7 | 8 | 9 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Command Center (as per bid specifications) | 1 | Ea. | 499500.00 | 349880.00 | 275515.00 | | | | | | | | |
| PRPARED BY | | | TERMS | 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 3/12/26

PUBLIC BID OFFICER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2026

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**
Marshall+Sterling
110 Main Street
Poughkeepsie NY 12601

**CONTACT NAME:** Wendy Hudson
**PHONE (A/C, No, Ext):** (845) 454-0800 **FAX (A/C, No):**
**E-MAIL ADDRESS:** whudson@marshallsterling.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Republic Franklin Ins. Co. | 12475 |
| INSURER B : | Utica Mutual Ins. Co. | 25976 |
| INSURER C : | Republic Franklin Ins Co | 12475 |
| INSURER D : | Lexington Insurance Company | 19437 |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Don Brown Bus Sales Inc
703 Co Hwy 107
Johnstown NY 12095

**COVERAGES** **CERTIFICATE NUMBER:** CL25102303442 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CPP5305853 | 10/22/2025 | 10/22/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>[X] 21 | | | GAC5305855 | 10/22/2025 | 10/22/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CULP5305856 | 10/22/2025 | 10/22/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 5750496 | 12/31/2025 | 12/31/2026 | [X] PER STATUTE [X] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Garagekeepers Liability Coverage | | | GAC5305855 | 10/22/2025 | 10/22/2026 | Limit<br>Comprehensive Ded<br>Collision Ded | $150,000<br>$1,000/$5,000<br>$1,000 |

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

Nassau County is an additional insured if required by written contract, per endorsement number 8E3137.
Workers Compensation All States Except: OH, ND, WY and WA

**CERTIFICATE HOLDER**

Nassau County
1 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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Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN -5 A 10:32

# Staff Summary A-46-2026

| | |
|---|---|
| Subject: S/B 36010-03196-046<br>F&I CARPET/TILE & ACCESSORIES | Date: MAY 20, 2026 |
| Department: Shared Services, Office of Purchasing | Vendor Name: PARSONS COMMERCIAL LLC |
| Department Head Name: Melissa Gallucci | Contract Number: A-46-2026 |
| Department Head Signature: Allison Mallhame<br>Allison Mallhame for Melissa Gallucci | Contract Manager Name: VIVIAN C. CROWLEY<br>BUYER |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Initial** | **Approval** | **Date & Initial** | **Approval** |
| 6/2/2026 | Chief Procurement Officer | 7/1/26 | Budget |
| 6/16/26 | County Attorney | 7/3/26 | County Executive |
| 6/16/26 | Finance | | |

Rev. 03/2024

Significant Adverse Information Identified? Yes ◯ / No ◉ (If Yes, attach memo.)

**Purpose:** To authorize and award a blanket purchase order for F&I Carpet/Tile and Accessories for various Nassau County departments..

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

**Vendors Viewed the solicitation:** 18

- 5 Woman Owned business
- 2 Minority (African/American)
- 10 Small Business
- 0 Service Disabled (Veteran) Owned
- 1 Veteran Owned Business
- __ None of the Above

**Vendors bid on this solicitation:** 4

- 0 Woman Owned Business
- 1 Minority (African/American)
- 2 Small Business
- 0 Service Disabled (Veteran) Owned
- __ Veteran Owned Business
- __ None of the Above

The Identified lowest responsible bidder PARSONS COMMERCIAL LLC., is listed in the above categories under Small Business.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Two Million One Hundred Twenty-Five Thousand Dollars ($2,125,000.00) from Capital funds PWCAPCAP 00004 and PWGEN0640 DE500

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to PARSONS COMMERCIAL, LLC. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-46-2026**

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

**DATE:** **May 26, 2026**

**SUBJECT:** RESOLUTION– VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF TWO MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($2,125,000.00) FOR F&I CARPET/TILE AND ACCESSORIES ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO PARSONS COMMERCIAL LLC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR THE VARIOUS NASSAU COUNTY DEPARTMENTS.

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.

Allison E Malhame
For MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

JB: vc
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 VARIOUS NASSAU COUNTY DEPARTMENTS AND PARSONS COMMERCIAL LLC..

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 36010-03196-046 for F&I Carpet/Tile & Accessories for various Nassau County Departments, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Parsons Commercial LLC . submitted the lowest responsible bid and 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 Parsons Commercial LLC.

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:
Jen Uppal [JENUPPAL@PARSONSFLOOR.COM]

Dated: 03/13/2026 09:20:13 am

Vendor: Parsons Commercial LLC

Title: Member

**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: Don Scoca
   Date of birth: 12/26/1964
   Home address: 990 corporate dr, apt 416
   City: westbury State/Province/ Territory: FL Zip/Postal Code: 33308
   Country: US

   Business Address: 665 COMMERCIAL AVENUE
   City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
   Country US
   Telephone: 5164842323

   Other present address(es):
   City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
   Country: US
   Telephone: 5164842323

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 07/07/2008 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | 07/07/2008 |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   33.3%

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, Don Scoca , 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, Don Scoca , 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.

PARSONS COMMERCIAL LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Don Scoca DSCOCA@PARSONSFLOOR.COM

Member

Title

05/19/2026 10:04:26 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: Ali Ayromlou
Date of birth: 04/12/1958
Home address: 80 Tardy Lane N
City: Wantagh State/Province/ Territory: NY Zip/Postal Code: 11793
Country: US

Business Address: 665 Commercial Avenue
City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
Country US
Telephone: 516-484-2323

Other present address(es):
City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11053
Country: US
Telephone: 5164842323

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 | 07/08/2008 |
| Vice President | 07/07/2008 | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
33.3%

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?
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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, Ali Ayromlou , 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, Ali Ayromlou , 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.

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PARSONS COMMERCIAL LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ali Ayromlou AAYROM@PARSONSFLOOR.COM

Member

Title

05/18/2026 01:50:57 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name: Jen Uppal
   Date of birth: 01/05/1969
   Home address: 140 Remington Road
   City: Manhasset State/Province/ Territory: NY Zip/Postal Code: 11030
   Country: US

   Business Address: 665 Commercial Ave
   City: Garden City, NY 11530 State/Province/ Territory: NY Zip/Postal Code: 11530
   Country US
   Telephone: 5164842323

   Other present address(es):
   City: Garden City, NY 11530 State/Province/ Territory: NY Zip/Postal Code: 11530
   Country: US
   Telephone: 5164842323

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 07/07/2007 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 07/07/2007 | 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.
   33.3%

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.

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   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, Jen Uppal , 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, Jen Uppal , 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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PARSONS COMMERCIAL LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jen Uppal JENUPPAL@PARSONSFLOOR.COM

Member

Title

05/18/2026 10:37:55 am

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: 03/13/2026

1) Proposer's Legal Name: Parsons Commercial LLC

2) Address of Place of Business: 665 Commercial Avenue

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 484-2323

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

4) Dun and Bradstreet number: 159740802

5) Federal I.D. Number: 262969532

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.
Should a conflict arise, we will notify the county and oblige by 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;

07/01/2008

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.

3 Members:
Ali Ayromolou – 80 N. Tardy Lane, Wantagh, NY
Jen Uppal – 140 Remington Road, Manhasset, NY
Don Scoca – 990 Corporate Drive, Garden City, NY

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

3 Members:
Ali Ayromolou – 80 N. Tardy Lane, Wantagh, NY
Jen Uppal – 140 Remington Road, Manhasset, NY
Don Scoca – 990 Corporate Drive, Garden City, NY

1 File(s) uploaded: Owners PC.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

11000000

vii) Summary of relevant accomplishments

Parsons has been in business for over 17 years in this name and another 12 under Parsons Floors Designs. We pride ourselves on how we have grown and maintained many accounts over the years. Our quality workmanship and reputation far succeed our competition in the field of flooring. Our integrity and reputation are very important to us. We take both small and large projects and always make deadlines. We have a high concentration in commercial work and service counties, schools, hospitals and office buildings to name a few of our accounts. But most of all, our great reputation in this industry is everything!

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

B. Indicate number of years in business.

17

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

We can do very large projects in short time frames provided that we have no obstacles such as other trades in our way. We have never missed a deadline in all our years in business.

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 | Suffolk County Dept. of Public Works | | |
| Contact Person | Ed Farrell | | |
| Address | 335 Yaphank Ave. | | |
| City | Yaphank | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 852-4097 | | |
| Fax # | | | |
| E-Mail Address | ed.farrelljr@suffolkcountyny.gov | | |

| | | | |
|---|---|---|---|
| Company | Baldwin UFSD | | |
| Contact Person | Russ Randazzo | | |
| Address | 960 Hastings Street | | |
| City | Baldwin | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 434-6061 | | |
| Fax # | | | |
| E-Mail Address | randazzor@baldwinschools.org | | |

| | | | |
|---|---|---|---|
| Company | Levittown School District | | |
| Contact Person | Craig Cammarata | | |
| Address | 850 Seamans Neck Road | | |
| City | Seaford | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 434-7550 | | |
| Fax # | | | |
| E-Mail Address | ccammarata@levittownschools.com | | |

I, Jen Uppal , 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, Jen Uppal , 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: Parsons Commercial LLC

Electronically signed and certified at the date and time indicated by:
Jen Uppal JENUPPAL@PARSONSFLOOR.COM

Member
Title

03/13/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Parsons Commercial LLC

Address: 665 Commercial Avenue

City: Garden City, NY 11530 State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: 262969532

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):

1 File(s) uploaded: Owners PC.docx

First Name Jen
Last Name Uppal
MI Suffix
Address 665 Commercial Ave
City Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country US
Position member

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.

Ali Ayromlou, 80 N Tardy LAne, Wantagh, NY
Jen Uppal 140 Remington Rd, Manhasset, NY
Don Scoca 990 Corporate Drive, Garden City, NY

1 File(s) uploaded: Owners PC.docx

| | | | | | |
|---|---|---|---|---|---|
| First Name | Jen | | | | |
| Last Name | Uppal | | | | |
| MI | | Suffix | | | |
| Address | 665 Commercial Ave | | | | |
| City | Garden City | State/Province/ Territory: | NY | Zip/Postal Code: | 11530 |
| Country | US | | | | |
| Position | member | | | | |

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):

n/a

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

n/a

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

n/a

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

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

Electronically signed and certified at the date and time indicated by:
Jen Uppal [JENUPPAL@PARSONSFLOOR.COM]

Dated: 03/13/2026 09:30:01 am

Title: Member

**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.

# 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**
**36010-03196-046**
Ad Date: 02/26/2026

**BID OPENING DATE**
**MARCH 19, 2026**
11:00 A.M. E..S.T.

| BUYER: | TELEPHONE: | REQUISITION NUMBER |
|---|---|---|
| VIVIAN C. CROWLEY | 516-571-4047 | N/A |

OFFICE OF PURCHASING
APR 07 2026
OPENED 11AM

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE: F&I CARPET/TILE & ACCESSORIES**

- **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 _____ 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: | GUARANTEED DELIVERY DATE |
|---|---|
| VARIOUS NASSAU COUNTY AGENCIES | 7 DAYS AFTER RECEIPT OF ORDER |
| | EMPLOYERS FEDERAL TAX ID NUMBER 26-2969532 |

**TOLL FREE TELEPHONE NUMBER:**
**BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION**

| | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | Parsons Commercial LLC | | | | |
| ADDRESS | 665 Commercial Ave | | | | |
| CITY | Garden City | STATE NY | ZIP CODE 11530 | TELEPHONE (516) 484-2323 | |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | | | JEN UPPAL - MEMBER 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
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

fair and without collusion or fraud.

approved by the County Attorney.

6. 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: Parsons Commercial LLC

Address: 665 Commercial Ave, Garden City, NY

Telephone No: (516) 484 2323 Fax No: (516) 484 2339

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

MEMBER **TITLE**

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**36010-03196-046**

QUALIFICATION STATEMENT

BIDDER'S NAME: Parsons Commercial LLC

ADDRESS: 665 Commercial Ave, Garden City, NY

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 ALI AKRAMLOU
   VICE PRESIDENT DON SCUCA
   SECRETARY JEN UPPAL
   TREASURER JEN UPPAL

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? last bid in 2019.

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 19 Yrs.

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Flooring

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 |
|---|---|---|---|---|
| ALI AKRAMLOU | MEMBER | 29 | Mgmt | SALES |
| DON SCUCA | MEMBER | 28 | Mgmt. | SALES |
| JEN UPPAL | MEMBER | 28 | Mgmt. | OPERATIONS |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   We held this contract approx. 8 years ago and are very familia with all buildings and scope of work.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** MEMBER **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

DON JOCA; MEMBER

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:

ADDRESS: See attached

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MEMBER
**BIDDER** **TITLE**

# *Parsons Commercial*

***665 Commercial Avenue***
***Garden City, NY 11530***
***TEL: [516] 484 2323  FAX: [516] 484 2339***


## *REFERENCES*

Manhasset UFSD
200 Memorial Place
Manhasset, NY 11030
Contact: Jen Carcana
Phone (516) 267-7720
Email: Jenny_Carcana@manhassetschools.org

Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, NY 11980
Contact: Ed Farrell
Phone: (631) 553-9732
Email: Ed.FarrellJr@suffolkcountyny.gov

Baldwin School District
960 Hastings Street
Baldwin, NY 11510
Contact: Russ Randazzo
Phone: (516) 614-2945
Email: randazzor@baldwinschools.org

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** _____ **BIDDER**

MEMBER _____ **TITLE**

## 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:***

☑ 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**

☐ 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: 3/17/26

(Signature of Bidder)

Print Name: JEN UPPAL

Print Title: MEMBER

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, upgrading's, 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, upgrading's, 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 Contractor'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** _____ MEMBER
**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, 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 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 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.

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.

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.

NOTE: 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** _____ MEMBER
**BIDDER** **TITLE**

## *REQUIRED VENDOR DISCLOSURE FORMS: MUST BE FILLED OUT*

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.

## ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

MEMBER **TITLE**

## 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.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made to supply **F&I CARPET/TILE AND ACCESSORIES** under a Blanket Order.

**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.**

**AWARD:** 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** 7 **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.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of 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 hereunder.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**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.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MEMBER
**BIDDER** **TITLE**

**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.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, 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.

**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.

**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.

**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.

**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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MEMBER
**BIDDER** **TITLE**

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 90. **DAYS AFTER BID OPENING**

**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 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 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.

PARSONS COMMERCIAL LLC — CLAIMANT NAME — 3/17/26 — DATE

[signature] JEN UPPAL — BY (SIGNATURE) — MEMBER — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

**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 charged are in accordance with referenced purchase order, delivery 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.**

PARSONS COMMERCIAL LLC — **Claimant Name** — 3/17/26 — **Date**

[signature] JEN UPPAL — **By Signature** — MEMBER — **Title**

**CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.**

**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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** [signature] — **BIDDER** — MEMBER — **TITLE**

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: Manufactures Warranty and one year for labor.

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:

Mostly not available

**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): ✓

**NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED**

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 BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** MEMBER **TITLE**

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.

**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.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

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 Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and 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.

If 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 is greater", or similar language.

**NON-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 17 day of MARCH, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: PARSONS COMMERCIAL LLC

Address: 665 COMMERCIAL AVE.

Street: GARDEN CITY, NY 11530

City, Town, etc:

Telephone: (516) 484 2323 Title: MEMBER

If applicable, responsible Corporate Officer

Name JEN UPPAL Title MEMBER

Signature: [signature] 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** [signature] **BIDDER** MEMBER **TITLE**

**Procurement Lobbying Law**

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'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

# 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:** 3/17/26

**Signature:** [signature]

**Name:** JEN UPPAL

**Title:** MEMBER

**Contractor Name:** PARSONS COMMERCIAL

**Contractor Address:** 665 COMMERCIAL AVE
GARDEN CITY, NY 11530

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** [signature] **BIDDER** MEMBER **TITLE**

Docusign Envelope ID: 57299ABB-A4FE-419C-A7DC-AA609FB9F9A5



## MANUFACTURER'S CERTIFICATE

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Shaw-Plant 15
5225 US-411
Cartersville, GA 30120

Shaw Industries, Inc — Manufacturer

Signed by: 2913863A2343404... — Signature

Title President

**FURTHERMORE:**

That we authorize

Parsons Floors
665 Commercial Ave, Garden City, NY 11530
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Shaw Industries, Inc — Manufacturer

Signed by: 2913863A2343404... — Signature

Title President

3/18/2026 — Date

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** — Member **TITLE**

## MANUFACTURER'S CERTIFICATE

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Milliken Live Oak Plant
300 Lukken Industrial Drive
LaGrange, Georgia, 30240, USA

Milliken & Company — Manufacturer

Patrick Keese — Signature
Patrick Keese (Mar 17, 2026 15:53:39 EDT)

Title President, Flooring Business

**FURTHERMORE:**

That we authorize

Parsons Commercial
665 Commercial Avenue, Garden City, NY 11530
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Milliken & Company — Manufacturer

Patrick Keese — Signature
Patrick Keese (Mar 17, 2026 15:53:39 EDT)

Title President, Flooring Business

March 17, 2026 — Date

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

President — **TITLE**

# Manufacturer's Certificate 2026 - Parsons Commercial (Milliken)

Final Audit Report 2026-03-17

| | |
|---|---|
| Created: | 2026-03-17 |
| By: | Amy Grantham (amy.grantham@milliken.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4LWc8myG6enG3M-utj9tTtGWmmd1yHGo |

## "Manufacturer's Certificate 2026 - Parsons Commercial (Milliken) " History

Document created by Amy Grantham (amy.grantham@milliken.com)
2026-03-17 - 7:41:06 PM GMT

Document emailed to patrick.keese@milliken.com for signature
2026-03-17 - 7:41:35 PM GMT

Email viewed by patrick.keese@milliken.com
2026-03-17 - 7:53:14 PM GMT

Signer patrick.keese@milliken.com entered name at signing as Patrick Keese
2026-03-17 - 7:53:37 PM GMT

Document e-signed by Patrick Keese (patrick.keese@milliken.com)
Signature Date: 2026-03-17 - 7:53:39 PM GMT - Time Source: server

Agreement completed.
2026-03-17 - 7:53:39 PM GMT

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**36010-03196-046**

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**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

1600 NORTH UNION ST., FOSTORIA, OH 44830
1401 E. 6th ST., TUSCUMBIA, AL 35674
4851 NW 128th ST., OPA LOCKA, FL 33054

ROPPE FLOORING PRODUCTS — Manufacturer

BRIAN DUBOIS — Signature

Title VP - SALES

3-17-26

**FURTHERMORE:**

That we authorize Parsons Commercial
665 Commercial Ave. Garden City, NY 11530
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

ROPPE FLOORING PRODUCTS — Manufacturer

Signature

Title

VP - SALES — Date 3-17-26

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
36010-03196-048

## MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Kaindean — Manufacturer

Signature

Title

FURTHERMORE:

That we authorize Parsons Commercial
145 Commercial Ave. Garden City, NY 11530
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Kaindean — Manufacturer

Signature

Title

3/18/26 — Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL N
BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER — TITLE

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**36010-03196-046**

## MANUFACTURER'S CERTIFICATE

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is: distributor

Siena, LLC 315 Industrial Park Rd NE Cartersville, GA 30721

Siena, LLC — Manufacturer / Distributor

Michael Smith — Signature

Title

**FURTHERMORE:**

That we authorize Parsons Commercial

1665 Commercial Ave. Garden City, NY 11530

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Siena, LLC — Manufacturer / Distributor

Michael Smith — Signature

Title

VP, Operations — Date 3/17/24

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** — Member **TITLE**

**GENERAL 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.

Bidders **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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MEMBER
**BIDDER** **TITLE**

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

**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 is 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.

**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.

**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 law's provisions thereof.

BIDDERS NOTE:

1) SUCCESSFUL BIDDER IS REQUIRED, UPON RECEIPT OF NOTIFICATION BY COUNTY AGENCY, TO VISIT THE SITE INDICATED, MEASURE AND FURNISH A PROFESSIONALLY PREPARED MEASURING PLAN TO CONFIRM SQUARE YARDS/SQUARE FEET NEEDED.

2) ALL CARPETING AND EXISTING BASE THAT IS TO BE REMOVED IS THE PROPERTY OF THE SUCCESSFUL BIDDER, UNLESS ADVISED TO THE CONTRARY BY AGENCY, IN WHICH CASE AGENCY WILL INFORM VENDOR AS TO DISPOSITION. ALL FURNITURE AND OFFICE EQUIPMENT - EXCEPT COMPUTER RELATED EQUIPMENT - SHALL BE MOVED AND REPLACED AS REQUIRED BY SUCCESSFUL BIDDER. FILE CABINETS WITH UP TO THREE (3) FULL DRAWERS TO BE MOVED AND REPLACED BY VENDOR, MORE THAN THREE (3) FULL DRAWERS TO BE MOVED AND REPLACED BY AGENCY.

3) AREAS ARE TO BE VACUUMED BY SUCCESSFUL BIDDER BEFORE FURNITURE IS REPLACED. FLOORS ARE TO BE PREPARED AND PATCHED AS REQUIRED UNDER NORMAL CONDITIONS.

4) CARPET ADHESIVE USED MUST BE ENVIRONMENTALLY SAFE.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** MEMBER **TITLE**

5) THE BIDDER SHALL HAVE A PERMANENT PLACE OF BUSINESS FROM WHICH CARPET IS SOLD AND SHALL HAVE IN PERMANENT EMPLOY A QUALIFIED SUPERVISOR TO DIRECT AND OVERSEE SKILLED MECHANICS FOR THE INSTALLATION.

6) SUBMIT A MANUFACTURER'S CERTIFICATE FOR EACH MANUFACTURER BID. FORM MAY BE DUPLICATED.

7) ALL ITEMS ARE TO BE INSTALLED VIA GLUE-DOWN METHOD.

8) ESTIMATED ANNUAL DOLLAR SPEND $430,000.00

9) IF NOT BIDDING "AS SPECIFIED", SUBMIT COMPLETE SPECIFICATIONS FOR EACH PRODUCT. FAILURE TO DO SO, MAY DISQUALIFY YOUR BID.

**BIDDERS NOTE:**
**THIS BID IS SUBJECT TO NYS PREVAILING WAGES - SEE INCLUDED**
**ALL ITEMS ARE "OR EQUAL"**
**FOLLOW INSTRUCTIONS ON PG.# 13**
**ESTIMATED ANNUAL DOLLAR SPEND $100,000.00 +**

| Item# | Unit | Description | Unit Price |
|---|---|---|---|
| 1. | SQ YD | F&I GLUE-DOWN METHOD SHAW INDUSTRIES MOMENTUM IV 28 OZ. ALL COLORS/ANY QUANTITY | $ 19.95 |
| 2. | SQ FT | F&I GLUE-DOWN METHOD FORBO FLOORING SYSTEMS MARMOLEUM MCT TILE 13"X13" ALL COLORS/ANY QUANTITY | $ 2.03 |
| 3. | SQ YD | F&I GLUE-DOWN METHOD FORBO FLOORING SYSTEMS FLOTEX FLOCKED RESILIENT SHEET ALL COLORS/ANY QUANTITY | $ 27.39 |
| 4. | YD | F&I GLUE DOWN METHOD FORBO FLOORING SYSTEMS FLOTEX FLOCKED RESILIENT TILE ALL COLORS/ANY QUANTITY | $ 3.23 |
| 5. | SQ FT | F&I KARDEAN LOOSE LAY VINYL PLANKING SERIES TWO WOOD PLANKS ALL COLORS/ANY QUANTITY | $ 4.21 |
| 6. | SQ FT | F&I GLUE DOWN METHOD NORA SYSTEMS INC NORAMENT #825 HAMMERED TILE 19.8"X19.8" ALL COLORS/ANY QUANTITY | $ 7.83 |
| 7. | SQ FT | F&I GLUE DOWN METHOD NORA SYSTEMS, INC NORA PLAN ENVIRONCARE - 39.37' X 48" ROLL ALL COLORS/ANY QUANTITY | $ 4.99 |
| 8. | LIN FT | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORA SYSTEMS, INC NORAMENT GRANO STAIRTREADS 4 FT PRICE PER LIN. FT. | $ 17.99 |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Member TITLE

| Item# | Unit | Description | Unit Price |
|---|---|---|---|
| 9. | LIN FT | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORA SYSTEMS, INC NORAMENT GRANO STAIRTREADS 5 FT. - PRICE PER LIN. FT. | $10.99 |
| 10. | LIN FT | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORA SYSTEMS, INC NORAMENT GRANO STAIRTREADS 6 FT. - PRICE PER LIN. FT. | $10.99 |
| 11. | LB | FLOOR PREP, UNUSUAL CONDITIONS, E.G. HOLES, UNEVEN CONCRETE SLAB, DEEP/WIDE EXPANSION JOINTS. LABOR/MATERIAL PER LB | $1.83 |
| 12. | SQ YD | PICK UP TACKLESS CARPET PRICE PER SQ YD | $0.49 |
| 13. | SQ YD | PICK UP GLUE-DOWN CARPET PRICE PER SQ YD | $1.75 |
| 14. | LIN FT | F&I ROPPE OR EQUAL 4" VINYL COVE BASE BLACK/BROWN/GRAY, .080 GAUGE PRICE PER LIN. FT. | $1.69 |
| 15. | LIN FT | F&I ROPPE OR EQUAL 6" VINYL COVE BASE BLACK/BROWN/GRAY, .080 GAUGE PRICE PER LIN. FT. | $1.98 |
| 16. | LIN FT | F&I ROPPE OR EQUAL 4" VINYL COVE BASE CORNERS BLACK/BROWN/GRAY .080 GAUGE PRICE PER LIN. FT. | $0.33 |
| 17. | LIN FT | F&I REDUCERS BASE, VINYL 4" BLACK/BROWN PRICE PER LIN. FT. | $1.79 |
| 18. | SQ FT | SANDING & REFINISHING EXISTING WOOD FLOORING TO INCLUDE SEAL & TWO (2) COATS OF "BONA TRAFFIC WATERBASE 350 VOC OR EQUAL POLYURETHANE PRICE PER SQ FT ***AREAS TO BE CLEARED - READY FOR REFINISHING*** | $3.89 |
| 19. | HR | LABOR RATE FOR WORK PERFORMED OTHER THAN MON - FRI AS WELL AS NASSAU COUNTY RECOGNIZED HOLIDAYS | $139.89 |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Member TITLE

PRICE PER HR.

| Item# | Unit | Description | Unit Price |
|---|---|---|---|
| 20. | SQ FT | FURNISH AND INSTALL<br>DAL TILE CERAMIC WALL TILE<br>STYLE NATURAL HUES<br>#QH84, 4"X 4"<br>PRICE PER SQ. FT. – ANYQUANTITY | $ 8.79 |
| 21. | SQ FT | FURNISH AND INSTALL<br>DAL TILE CERAMIC FLOOR TILE<br>STYLE NATURAL HUES<br>#QH84, 12""X 12"<br>PRICE PER SQ. FT. - ANY QUANTITY | $ 11.33 |
| 22. | SQ FT | FURNISH AND INSTALL<br>PATCRAFT BOUNCE BACK 6.5 – 70.9" X 49.2' ROLL<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 3.99 |
| 23. | SQ FT | FURNISH AND INSTALL<br>PATCRAFT WALK RIGHT IN II - 24" X 24"<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 5.10 |
| 24. | SQ FT | FURNISH AND INSTALL<br>SIENA ROCK/ROLL - 7" X 48"<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 4.75 |
| 25. | SQ FT | FURNISH AND INSTALL<br>MILLIKEN ECHO FIELD - 25CM X 1M<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 5.25 |
| 26. | SQ FT | FURNISH AND INSTALL<br>MILLIKEN OPEN STUDIO - 50CM X 50CM TILE<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 5.85 |
| 27. | SQ FT | FURNISH AND INSTALL<br>NUWUD THE CHARACTER COLLECTION<br>47.87" X 6.23"<br>PRICE PER SQ FT. - ALL COLORS/ANY QUANTITY | $ 5.44 |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Member
TITLE

| Item# | Unit | Description | Unit Price |
|---|---|---|---|
| 28. | SQ FT | SAND & REFINISH WOOD FLOORING W/SEAL & 2 COATS OF POLYURETHANE (OIL BASE) | $ 3.79 |
| 29. | | FOR ANY PARTS NOT LISTED ABOVE IN CONJUNCTION W/REPAIRS, REMOVALS, OR INSTALLATIONS | MARKUP 11 % |

STATE BRAND NAME & MODEL OFFERED

ITEM #1
ITEM #2
ITEM #3 All As per spec.
ITEM #4
ITEM #5
ITEM #6
ITEM #7
ITEM #8
ITEM #9
ITEM 10
ITEM#14 NA
ITEM#15
ITEM#16
ITEM#17
ITEM#20
ITEM#21
ITEM#22
ITEM#23
ITEM#24
ITEM#25
ITEM#26
ITEM#27

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Member TITLE

Dockbuilder $ 61.59
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 46.48

**OVERTIME PAY**
See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour
(1)year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 27.98 + 5.66* | $ 33.58 + 5.66* | $ 41.96 + 5.66* | $ 50.35 + 5.66* |

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: $ 33.03

8-1556 Db

**Carpenter** **02/01/2026**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2025

Carpet/Resilient
Floor Coverer $ 59.05
+ 8.39*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 40.49

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wage per hour - (1) year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 26.54 + 2.00* | $ 29.60 + 2.54* | $ 34.05 + 3.00* | $ 42.40 + 3.94* |

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**Bruce A. Blakeman**
COUNTY EXECUTIVE

Melisa Gallucci
Commissioner of Shared Services

**OFFICE OF PURCHASING**
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4047 Fax # (516)571-4263

**AMENDMENT #1**

**FORMAL SEALED BID #: 36010-03196-046**

**FOR: F&I CARPET/TILE & ACCESSORIES**

**ISSUED: 03/05/26**

**OPENING: 03/17/26**

Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

**a) Bid is being postponed to APRIL 7, 2026 at 11:00 am**

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

vcc/cc
03/17/26

member
PARSONS Floors

# FORMAL BID RECOMMENDATION

BID NUMBER: 36010-03196-046 OPEN: 03/19/2026

TITLE: F&I CARPET/TILE & ACCESSORIES

DATE: MAY 28, 2026

TO: VIVIAN C. CROWLEY FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 05/27/2026

To: Supervisor From: VIVIAN C. CROWLEY
List of recommended awards in accordance with the 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.

Vivian Crowley
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 3/19/26

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☐ Subject to Legislature Approval

Director

| | BID RESULTS |
|---|---|
| Item | Bidder |
| 1-29 | PARSONS COMMERCIAL LLC |
| | RECOMMEND AWARD BE MADE TO LOW BIDDER WHO MEETS THE BID SPECIFICATIONS |

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: March 19, 2026 AT 11:00 A.M. PP 4/7/2026
BID NO: 36010-03196-046
REQ. NO: N/A
TITLE: F&I CARPET-TILE & ACCESSORIES

| ITEM # | ARTICLE | QTY | UNIT | SIERRA CONTRACTORS CORP. 1 | TAUBS CARPET 2 | MILBURN FLOORING 3 | PARSONS COMMERCIAL, LLC 4 | 5 | 6 | 7 | 8 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | F&I GLUE-DOWN METHOD SHAW INDUSTRIES MOMENTUM IV 28 OZ. | | SQ YD | 35.00 | 38.00 | 43.50 | 19.95 | | | | | | |
| 2 | F&I GLUE-DOWN METHOD FORBO FLOOR SYS MARMOLEUM MCT TILE 13"X13" | | SQ YD | 9.00 | 5.58 | 7.95 | 2.03 | | | | | | |
| 3 | F&I GLUE-DOWN METHOD FORBO FLOOR SYS FLOTEX FLOCKED RESILIENT SHT | | SQ YD | 68.00 | 59.00 | 114.75 | 27.39 | | | | | | |
| 4 | F&I GLUE DOWN METHOD FORBO FLOOR SYS FLOTEX FLOCKED RESILIENT TILE | | YD | 11.00 | 5.58 | 10.50 | 3.23 | | | | | | |
| 5 | F&I KARDEAN LOOSE LAY VINYL PLANKING SERIES TWO WOOD PLANKS | | SQ FT | 9.00 | 5.50 | 6.45 | 4.21 | | | | | | |
| 6 | F&I GLUE DOWN METHOD NORA SYS INC NORAMENT #825 HAMMERED TILE | | SQ FT | 14.50 | 9.80 | 15.25 | 7.83 | | | | | | |
| 7 | F&I GLUE DOWN METHOD NORA SYSTEMS, INC NORA PLAN ENVIRONCARE | | SQ FT | 13.00 | 10.25 | 16.50 | 4.99 | | | | | | |
| 8 | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORAMENT GRANO STAIRTREADS 4 FT | | LIN FT | 90.00 | 36.00 | 31.75 | 17.99 | | | | | | |
| 9 | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORAMENT GRANO STAIRTREADS 5 FT. | | LIN FT | 95.00 | 36.00 | 31.75 | 17.99 | | | | | | |
| 10 | F&I GLUE DOWN METHOD -E - BLACK/BROWN/GRAY NORAMENT GRANO STAIRTREADS 6 FT. | | LIN FT | 105.00 | 36.00 | 31.75 | 17.99 | | | | | | |
| 11 | FLOOR PREP, UNUSUAL CONDITIONS, E.G. HOLES, UNEVEN CONCRETE SLAB, EXP JOINTS | | LB | 3.50 | 3.50 | 1.75 | 1.83 | | | | | | |
| 12 | PICK UP TACKLESS CARPET | | SQ YD | 2.25 | 1.60 | 6.50 | 0.49 | | | | | | |
| 13 | PICK UP GLUE-DOWN CARPET | | SQ YD | 2.25 | 2.00 | 6.50 | 1.75 | | | | | | |
| 14 | F&I ROPPE OR EQUAL 4" VINYL COVE BASE BLACK/BROWN/GRAY, .080 GAUGE | | LIN FT | 2.25 | 2.00 | 2.25 | 1.69 | | | | | | |
| 15 | F&I ROPPE OR EQUAL 6" VINYL COVE BASE BLACK/BROWN/GRAY, .080 GAUGE | | LIN FT | 2.50 | 2.50 | 3.25 | 1.98 | | | | | | |
| 16 | F&I ROPPE OR EQUAL 4" VINYL COVE BASE CORNERS BLACK/BROWN/GRAY .080 GAUGE | | LIN FT | 2.25 | 0.75 | INCL | 0.33 | | | | | | |
| 17 | F&I REDUCERS BASE, VINYL 4" BLACK/BROWN | | LIN FT | 2.50 | 3.00 | INCL | 1.79 | | | | | | |
| 18 | SANDING & REFINISHING EXISTING WOOD FLOORING AS PER BID SPECS | | SQ FT | 6.00 | 4.50 | 3.95 | 3.89 | | | | | | |
| 19 | LABOR RATE FOR WORK PERFORMED OTHER THAN MON - FRI | | HR | 155.00 | 149.00 | 190.00 | 139.89 | | | | | | |
| 20 | FURNISH AND INSTALL DAL TILE CERAMIC WALL TILE #QH84, 4"X 4" | | SQ FT | 38.00 | 21.00 | 37.00 | 8.79 | | | | | | |
| 21 | FURNISH AND INSTALL DAL TILE CERAMIC FLOOR TILE #QH84, 12""X 12" | | SQ FT | 45.00 | 26.00 | 25.00 | 11.33 | | | | | | |
| 22 | FURNISH AND INSTALL PATCRAFT BOUNCE BACK 6.5 – 70.9" X 49.2' ROLL | | SQ FT | 15.00 | 90.00 | 12.50 | 3.99 | | | | | | |
| 23 | FURNISH AND INSTALL PATCRAFT WALK RIGHT IN II - 24" X 24" | | SQ FT | 18.00 | 65.00 | 9.00 | 5.10 | | | | | | |
| 24 | FURNISH AND INSTALL SIENA ROCK/ROLL - 7" X 48" | | SQ FT | 18.00 | 6.65 | 7.50 | 4.75 | | | | | | |
| 25 | FURNISH AND INSTALL MILLIKEN ECHO FIELD - 25CM X 1M | | SQ FT | 18.00 | 5.00 | 6.50 | 5.25 | | | | | | |
| 26 | FURNISH AND INSTALL MILLIKEN OPEN STUDIO - 50CM X 50CM TILE | | SQ FT | 20.00 | 5.50 | 7.75 | 5.85 | | | | | | |
| 27 | FURNISH AND INSTALL NUWUD THE CHARACTER COLLECTION 47.87" X 6.23" | | SQ FT | 20.00 | 11.30 | 8.50 | 5.49 | | | | | | |
| 28 | SAND & REFINISH WOOD FLOORING W/SEAL & 2 COATS OF POLYURETHANE (OIL BASE) | | SQ FT | 7.00 | 4.75 | 3.75 | 3.79 | | | | | | |
| 29 | FOR ANY PARTS NOT LISTED ABOVE IN CONJUNCTION W/REPAIRS, REMOVALS, OR INSTALLS MARKUP | | % | 5% | 15% | 30% | 11% | | | | | | |
| PRPARED BY | | | TERMS | NET | 3% | 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 4/7/26 _____

PUBLIC BID OFFICER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2026

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**
Fabricant & Fabricant Ins
1251 Old Northern Blvd
Roslyn NY 11576

**CONTACT NAME:** Sharon Pollis
**PHONE (A/C, No, Ext):** (516) 621-9000 **FAX (A/C, No):** (516) 621-0092
**E-MAIL ADDRESS:** Sharonp@Fabricantinsurance.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | HARTFORD UNDERWRITERS INSURANCE COMPANY | 30104 |
| INSURER B : | TRAVELERS INDEMNITY COMPANY OF AMERICA | 25666 |
| INSURER C : | STANDARD SECURITY LIFE INSURANCE COMPANY | 69078 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Parsons Commercial LLC
665 Commercial Ave
Garden City NY 11530-6409

**COVERAGES** **CERTIFICATE NUMBER:** CL2512940739 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 12SBMAZ4X1Y | 08/14/2025 | 08/14/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | BASEP | $ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 12SBMAZ4X1Y | 08/14/2025 | 08/14/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | 12SBMAZ4X1Y | 08/14/2025 | 08/14/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB4X850372 | 11/06/2025 | 11/06/2026 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | New York Statutory Disability | | | R60258-000 | 06/27/2017 | 06/27/2026 | Continuous | Statutory Limit |

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

Nassau County is Included as Additional Insured as respects Policy terms and conditions and is covered under the liability policies during times of contractual obligations.

**CERTIFICATE HOLDER**

Nasau County
240 Old Country Road
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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Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-47-2026

| | |
|---|---|
| Subject: HORSE TRAILERS-(S/B) 07075-05216-120 (RQPD26000148) | Date: May 21, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: Paul Congelosi Sales, Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-47-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Mark Clemens, Buyer |

2026 JUL -6 A 10:32
NASSAU COUNTY CLERK OF THE LEGISLATURE

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/2/2026 | Chief Procurement Officer | 7/2/24 | Budget |
| 6/18/26 | County Attorney | 7/3/26 | County Executive |
| Insurance: 6/16/26 JKS | | | |

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

**Narrative**

**Purpose:** To authorize and award a purchase order for Horse Trailers for the Nassau County Police Department. This is a one-time purchase.

**Discussion:** This solicitation was advertised in the NY Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board.

| **Vendors Viewed the solicitation 13** | **Vendors bid on this solicitation 4** |
|---|---|
| 3 Woman owned business | 0 Woman owned business |
| 3 Minority (African/American) | 0 Minority (African/American) |
| 10 Small Business | 2 Small Business |
| 1 Service Disabled (Veteran) owned | 0 Service Disabled (Veteran) Owned |
| 1 Veteran Owned Business | 0 Veteran Owned Business |
| 2 None of the Above | 2 None of the Above |

The identified lowest responsible bidder, Paul Congelosi Sales, Inc., is listed in none of the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order shall be One Hundred Nineteen Thousand Six Hundred Dollars. ($119,600.00) from capital fund PWCAPCAP 00005.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Paul Congelosi Sales, Inc. is the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-47-2026**

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

**DATE:** MAY 21, 2026

**SUBJECT:** RESOLUTION– THE NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED DOLLARS ($119,600.00) FOR HORSE TRAILERS ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO PAUL CONGELOSI SALES, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

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

VB: gb
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 2026

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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 07075-05216-120 for Horse Trailers for Nassau County agencies, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Paul Congelosi Sales, Inc., submitted the lowest responsible bid that meets all specifications for the product 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 Purchase Order with Paul Congelosi Sales, 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:
Anthony Congelosi [ANTHONY@CONGELOSITRAILERSALES.COM]

Dated: 05/21/2026 02:10:51 pm

Vendor: Paul Congelosi Sales Inc

Title: Manager

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Paul Congelosi
   Date of birth: 07/24/1948
   Home address: 2201 State Route 17K
   City: MONTGOMERY State/Province/ Territory: NY Zip/Postal Code: 12549
   Country: US

   Business Address: 2201 State Route 17K
   City: Montgomery State/Province/ Territory: NY Zip/Postal Code: 12549
   Country US
   Telephone: 8453612246

   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 | 01/01/1986 | 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.
   Paul Congelosi, President, 100% Owner

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

Paul Congelosi Sales Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Congelosi ANTHONY@CONGELOSITRAILERSALES.COM

President

Title

05/21/2026 03:26:23 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: 05/21/2026

1) Proposer's Legal Name: Paul Congelosi Sales Inc

2) Address of Place of Business: 2201 State Route 17K

City: Montgomery State/Province/ Territory: NY Zip/Postal Code: 12549

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: 14-468-3166

5) Federal I.D. Number: 14-1682413

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.

None

(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.

None

(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.

None

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.

Will notify Nassau County immediately if any issues arise

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;
01/01/1986

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Paul Congelosi, President, 2201 State Route 17K, Montgomery, NY 12549

iii) Name, address and position of all officers and directors of the company. If none, explain.
Paul Congelosi, President, 2201 State Route 17K, Montgomery, NY 12549

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
15

vi) Annual revenue of firm;
6000000

vii) Summary of relevant accomplishments
We have been in business for 40 years

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

B. Indicate number of years in business.
40

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

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 | Winston Trailers | | |
| Contact Person | Mike Ivey | | |
| Address | 6116 Co Rd 28 | | |
| City | Haleyville | State/Province/Territory | AL |
| Country | US | | |
| Telephone | (800) 443-3967 | | |
| Fax # | | | |
| E-Mail Address | mivey@winstontrailers.com | | |

| | | | |
|---|---|---|---|
| Company | Novae LLC | | |
| Contact Person | Tony Wilkinson | | |
| Address | 1 Novae Pkwy | | |
| City | Markle | State/Province/Territory | IN |
| Country | US | | |

| | |
|---|---|
| Telephone | (260) 758-9838 |
| Fax # | |
| E-Mail Address | tony.wilkinson@novae.com |

| | | | |
|---|---|---|---|
| Company | Kingston Trailers LLC | | |
| Contact Person | Moosa E. Moosa | | |
| Address | 35 E Main St | | |
| City | Middleborough | State/Province/Territory | MA |
| Country | US | | |
| Telephone | (781) 585-4337 | | |
| Fax # | | | |
| E-Mail Address | office@kingstontrailers.com | | |

I, Anthony Congelosi , 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, Anthony Congelosi , 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: Paul Congelosi Sales Inc

Electronically signed and certified at the date and time indicated by:
Anthony Congelosi ANTHONY@CONGELOSITRAILERSALES.COM

Manager
Title

05/21/2026
Date

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE - SALES TAX

# CERTIFICATE OF AUTHORITY

IDENTIFICATION NUMBER

14 1682417

(USE THIS NUMBER ON ALL RETURNS AND CORRESPONDENCE)

VALIDATED
PROCESSING DIV
SALES TAX
11-14-90
DEPT. OF TAX
AND FINANCE

PAUL CONGELOSI SALES, INC.
2201 RT 17K
MONTGOMERY NY 12549

is authorized to collect sales and use taxes under Article 28 and 29 of the New York State Tax Law.
NOT TRANSFERABLE
This Certificate must be prominently displayed in your place of business listed above

DTF-17A (12/86)

New York State Department of Motor Vehicles

## OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 12/31/26

*FACILITY IDENTIFICATION NO.* 7028600 DLU

Validation Date and Number: 10/07/24

This person is REGISTERED AS A DEALER

pursuant to the provisions of the Vehicle and Traffic

New York State Department of Motor Vehicles

## OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 12/31/26

*FACILITY IDENTIFICATION NO.* 7028600 ISP

Validation Date and Number: 10/07/24

This person is LICENSED AS A PUBLIC INSPECTION ST

pursuant to the provisions of the Vehicle and Traffic
IB-2A-2B

New York State Department of Motor Vehicles

## OFFICIAL BUSINESS CERTIFICATE

*THIS CERTIFICATE EXPIRES* 12/31/26

*FACILITY IDENTIFICATION NO.* 7028600 RS

Validation Date and Number: 10/07/24

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic

PAUL CONGELOSI SALES INC
2201 RT17K
MONTGOMERY NY 12549

This document does not certify that this business complies with zoning and other local laws

**POST IN A CONSPICUOUS PLACE**

61P (11/95)

COUNTY OF NASSAU

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

1. Name of the Entity: Paul Congelosi Sales Inc

Address: 2201 State Route 17K

City: Montgomery State/Province/Territory: NY Zip/Postal Code: 12549

Country: US

2. Entity's Vendor Identification Number: 14-1682413

3. Type of Business: Other (specify) 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):

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.

Paul Congelosi 100%

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):

(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:
Anthony Congelosi [ANTHONY@CONGELOSITRAILERSALES.COM]

Dated: 05/21/2026 02:28:22 pm

Title: 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.

# 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
07075-05216-120

Dated: 04/30/2026

BID OPENING DATE
05/21/2026
11:00 A.M. E.S.T.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| MARK CLEMENS | 516-571-6109 | RQPD26000148 |

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: HORSE TRAILERS

OFFICE OF PURCHASING
MAY 21 2026
OPENED 11AM

- 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:

NASSAU COUNTY POLICE DEPARTMENT
FLEET SERVICE DEPARTMENT
101 GRUMMAN ROAD WEST
BETHPAGE NY 11714

GUARANTEED DELIVERY DATE
100 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 14-1682413

TOLL FREE TELEPHONE NUMBER: 888-310-2246

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Paul Congelosi Sales Inc

ADDRESS 2201 Route 17K

CITY Montgomery STATE N.Y. ZIP CODE 12549 TELEPHONE 845-361-2246

SIGNATURE OF AUTHORIZED INDIVIDUAL

Anthony Congelosi Manager
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 all 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: Paul Consolo Sales Inc.

Address: 2201 Route 17K Montgomery, N.Y. 12549

Telephone No: 845-361-2246 Fax No: 845-361-2141

1. State Whether: A Corporation _____

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Manager
**BIDDER** **TITLE**

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**07075-05216-120**

QUALIFICATION STATEMENT

BIDDER'S NAME: Paul Consolosi Sales Inc.

ADDRESS: 2201 Route 17K Montgomery, N.Y. 12549

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Paul Consolosi 2201 Route 17K Montgomery, NY 12549
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No.
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 40

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None - Just Trailer Sales Service + parts

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 |
|---|---|---|---|---|
| Paul Consolosi | Pres. | 40+ | Everything AND Anything Trailer Related | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Have been selling + servicing Kingston Trailers for over 40 years

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
   Paul Consolosi

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** Manager **TITLE**

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: NYPD - Mounted

ADDRESS: 53-15 58th St.

Woodside, N.Y. 11377

TELEPHONE: 646-221-1680 CONTACT PERSON Charlie.

CONTRACT DATE: 12 Trailers over 2019 2020

2. REFERENCE'S NAME: Orange County - N.Y.

ADDRESS: 9 Training Center Cir.

New Hampton, N.Y. 10958

TELEPHONE: 845-742-3134 CONTACT PERSON Lee Greenwood.

CONTRACT DATE: Multiple

3. REFERENCE'S NAME: Suffolk County P.D.

ADDRESS: 30 Yaphank Ave

Yaphank, N.Y. 11980

TELEPHONE: 631-853-5848 CONTACT PERSON John Kirshey

CONTRACT DATE: 12-26-24

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** _____ **BIDDER**

Manager **TITLE**

## 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:***

☑ 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**

☐ 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: 5-15-20

(Signature of Bidder)

Print Name: Anthony Consolosi

Print Title: Manager

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

Manager
**TITLE**

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 Contractor'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** _____ Manager
**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, 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 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 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.

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.

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.

NOTE: 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** _____ **BIDDER**

Manager **TITLE**

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.

## 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Manager
TITLE

## 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 HORSE TRAILERS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**AWARD:** 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.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**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** 90 **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.

**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 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 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.

Paul Consalvi Sales Inc. — CLAIMANT NAME
5-15-26 — DATE

BY (SIGNATURE)
Manager — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**
Manager — **TITLE**

**TOTAL CONSUMPTION**: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**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.

**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.

**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.

**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.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, 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** _____ Manager
**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: 10 yrs Structural - 1 yr Limited

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:

N/A.

**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.

**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.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 90 **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.
90 days.

**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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

Manager **TITLE**

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Manager
**BIDDER** **TITLE**

**OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# 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:** May 15, 2026

**Signature:** [signature]

**Name:** Anthony Congelosi

**Title:** Manager

**Contractor Name:** Paul Congelosi Sales Inc.

**Contractor Address:** 2201 Route 17K

Montgomery, N.Y. 12549

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

Manager TITLE

**NON-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 15 day of May, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Paul Congelosi Sales Inc

Address: 2201 Route 17K

Street:

City, Town, etc: Montgomery, N.Y. 12549

Telephone: 845-361-2246 Title: Manager

If applicable, responsible Corporate Officer

Name Anthony Congelosi Title Manager

Signature: [signature] Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE 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** [signature] **BIDDER** Manager **TITLE**

**GENERAL 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.

Bidders **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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Manager
**BIDDER** **TITLE**

**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.

**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 an examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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.

**PLEASE FILL OUT ALL DISCLOSURE FORMS IN THE NASSAU COUNTY PORTAL PRIOR TO BID OPENING**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

Manager
**TITLE**

# SPECIFICATIONS

## 2026 or Newer Kingston Classic Elite 2 Horse Trailer with Dressing Room

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 001 | 4 | EACH. | | $29,900.00 | $119,600.00 |

- Kclasselity: Kingston Classic Elite 2 Horse with Dressing room Aluminum
- Overall Length: 18'6"
- Overall Height of Trailer Riding Level
  - Without Roof Vents: 8'11"
  - With Roof Vents Closed: 9'1"
  - With Roof Vents Open: 9'4"
- Overall Width: 8'6"
- Body Length: 15'5"
- Body Height: 7'5"
- Body Width: 6'8"
- Stall Width: 88" x 40"
- Weight: 3000 lbs.
- GVW: 7000 lbs.

### Standard Features

- Butt Bar Covers PR.
- Deluxe Aluminum Stall Divider Standard Trailers
- Gravel Guard
- Head Divider – Aluminum
- Roof Vents
- 2-Fold Down Saddle Racks
- Slam Shut Tailgate Latches (Standard Trailer)
- Spare Tire and Wheel
- Windows in Escape Doors
- Windows on Upper Rear Doors
- Bridle Rack

Extra Dome Lights w/ Switch

(Includes Light mounted in Dressing Room, in Horse Compartment, Exterior over Escape Door and Exterior over Loading Ramp). Switch mounted internally near the escape door.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Manager
BIDDER TITLE

# ADDITIONAL N.C.P.D REQUIREMENTS

| ITEM | DESCRIPTION | QUANTITY |
|---|---|---|
| Kaddtieloop | Additional tie loop | 4 |
| 17302 | WD Trunnion | 1 |

**All manufactures safety features and standard equipment to be included.**

**Delivery to be included.**

**All additional items are to be supplied for each individual unit ordered.**

**Standard Manufactures Warranty.**

**Delivered with NYSI**

UNIT PRICE $ 29,900 EA TOTAL PRICE $ 119,600 EA

**NOTE: NO ELECTRONIC SUBMISSIONS ARE ALLOWED**

A hard copy of the bid package is to be sent to the following address:

Nassau County Office of Purchasing
1 West Street Mineola, NY 11501

**Bid No.: 07075-05216-120**

The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

**DO NOT STAPLE OR BIND THE BID PACKAGE**

IF BIDDING ON ALTERNATE PRODUCTS PLEASE SUPPLY MANUFACTURER NAME, NUMBER AND SPECIFICATIONS

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Manager
**BIDDER** **TITLE**

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

**AMENDMENT NO. 1 -05/11/2026**

**FORMAL SEALED BID NO: 07075-05216-120**

**FOR:** HORSE TRAILERS

**ISSUED:** 04/30/26
**OPENING:** 05/21/26

**TO ALL BIDDERS:**

**Questions:**

1: Additional requirements are for each trailer? 4 additional tie loops per trailer & 1 weight distribution hitch per trailer?

2: Location for the additional tie loops?

3: Will 4 trailers be purchased at the same time, delivered at the same time & to the same location?

4: Do trailers need to be decal free? No manufacturing lettering/striping for ease of custom lettering/striping?

**Response:**

1. Correct. Quantities for each trailer. 4 Tie Loops. 1 Weight distribution hitch per trailer.
2. Tie loops to be mounted (2) Curb Side panel and (2) Roadside panel. Center panel height, rearmost area near loading ramp. Center panel height, near horse compartment walkthrough door.
3. Correct 4 trailers purchased with one PO. All delivered to same location Bethpage NY.
4. Manufacture decals can remain on trailers. If they interfere with PD graphics, we will remove them in the house.

Location of Tie Loops outlined in the attached image. Image shows curbside. It will need to be repeated for roadside as well.

All other terms and conditions of the Formal Sealed Bid remain unchanged.

OFFICE OF PURCHASING
Joseph Bocci 5/12/26
Joseph Bocci
Deputy Commissioner of Purchasing

Sign and date

5-15-26

# REQUISITION

RQPD26000148 21/APR/2026

VENDOR:
CROSS COUNTRY TRAILER SALES INC.
670 FORT SALONGA ROAD

NORTHPORT NY 11768

TEL:(631)912-0204
FAX:(631)912-0205

REQUISITIONER:
PD POLICE DEPARTMENT
FLEET SERVICE BUREAU
101 GRUMMAN ROAD WEST
BETHPAGE NY 11714
VANGELI/CR29/FED/207
TEL:(516)573-3480
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 070-75 | 4.00 | EA | 28,973.7500 | 115,895.00 |
| | TRAILERS, LIVESTOCK | | | | |
| | KINGSTON CLASSIC ELITE 2 HORSE TRAILER WITH DRESSING ROOM; ALUMINUM | | | | |
| | 2026 OR NEWER; MFR: KINGSTON TRAILERS | | | | |
| | ADDITIONAL NCPD REQUIRED EQUIPMENT FOR EACH TRAILER: | | | | |
| | 8X ADDITIONAL TIE LOOPS | | | | |
| | 4X TRUNNION BAR WEIGHT DISTRIBUTION HITCHES | | | | |
| | 1X 2 1/2" WEIGHT DISTRIBUTION SHANKS | | | | |
| | SPEC SHEET CAN BE FWD UPON REQUEST | | | | |
| 003 | 962-86 | 1.00 | LOT | 2,600.0000 | 2,600.00 |
| | TRANSPORTATION OF GOODS, DRAYAGE, FREIGHT, SHIPPING AND HANDLING. | | | | |
| | TRANSPORTATION COST OF FOUR TRAILERS TO DESTINTATION POINT | | | | |

ESTIMATED TOTAL: 118,495.00

# FORMAL BID RECOMMENDATION

BID NUMBER 07075-05216-120
TITLE: HORSE TRAILERS
OPEN DATE: 05/21/2026

TO: **BUYER –** Mark Clemens FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date:
To: Supervisor From: Mark Clemens

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.

Buyer

Date: 5/26/26

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/26/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Director

| Item | Bid Results<br>Bidder |
|---|---|
| | Recommend that this award be made to |
| | **PAUL CONGELOSI SALES INC.** |
| | As the lowest responsible bidder meeting |
| | Specifications and bid terms for all items. |

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: May 21, 2026 AT 11:00 A.M.**
**BID NO: 07075-05216-120**
**REQ. NO: RQPD26000148**
**TITLE: HORSE TRAILERS**

| ITEM # | ARTICLE | Qty. | UNIT | CROSS COUNTRY TRAILER SALES, INC. | PAUL CONGELOSI TRAILER SALES | DAVIS TRAILER WORLD | VALVE INDUSTRIES, INC. | | | | | DETAILS OF AWARD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | TO NO. | AMOUNT |
| 1 | 2026 or Newer Kingston Classic Elite 2 Horse Trailer with Dressing Room per bid specs | 4 | Ea. | 30398.75 | 29900.00 | 32249.00 | 39712.00 | | | | | | |
| | Total Price | | | | | | | | | | | | |
| **PRPARED BY** | | | **TERMS** | NET | NET | NET | 1% | 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** 5/21/26 _____

**PUBLIC BID OFFICER**

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY): 05/21/2026

**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**

IRWIN SIEGEL AGENCY
PO BOX 309
ROCK HILL, NY 12775

**CONTACT NAME:** Jennifer Dubois
**PHONE (A/C, No Ext):** 800-622-8272 x 780546 **FAX (A/C No):** 845-796-3661
**E-MAIL ADDRESS:** jennifer.dubois@siegelagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: Graphic Arts Mutual Insurance Company | 25984 |
| INSURER B: Utica National Insurance Co of Texas | 43478 |
| INSURER C: Utica National Assurance Co. | 10687 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

Paul Congelosi Sales, Inc.
2201 State Route 17K
Montgomery, NY 12549-1909

**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 | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / x OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>x POLICY / PRO-JECT / LOC<br>OTHER: | X | | CPP4359597 | 10/1/2025 | 10/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS – COMP/OP AGG | $1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>x ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>x HIRED AUTOS ONLY / x NON-OWNED AUTOS ONLY | x | | GAC 4359598 | 10/1/2025 | 10/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | x UMBRELLA LIAB / x OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED x RETENTION $ 10,000 | x | | CULP4359599 | 10/1/2025 | 10/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>EXCESS AUTO ONLY | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 4367071 | 10/1/2025 | 10/1/2026 | x PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE – EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Garage Operations | | | GAC 4359598 | 10/1/2025 | 10/1/2026 | $1,000,000 / 3,000,000 | |

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

NASSAU COUNTY INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

**CERTIFICATE HOLDER**

NASSAU COUNTY
1 WEST ST
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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RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL -6 P 12:43

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-50-2026

| | |
|---|---|
| Subject: Robotic Titrosampler & Accessories<br>RQ# RQHE26000160 | Date: June 1, 2026 |
| Department: Department of Shared Services,<br>Office of Purchasing | Vendor Name: Brinkmann Instruments, Inc.<br>dba Metrohm USA Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-50-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Maria Mangibin, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/30/2026 GDK | CPO | 7/6/26 | Budget |
| 7/1/26 JKS JKS | County Atty. | MW 7/6/26 | County Exec. |

Material Adverse Information Identified? [Yes ___/No _X_] (If Yes, attach memo.)

**Narrative**

**Purpose:** To authorize and award a purchase order for a Robotic Titrosampler & Accessories for the Nassau County Health Department.

**Discussion:** The Department of Shared Services, Office of Purchasing has determined that this is a sole source procurement. The Nassau County Health Department identified Brinkmann Instruments, Inc., dba Metrohm USA Inc., as the sole manufacturer of this product. Nassau County Department of Health laboratory, is requesting to replace an out of life titrosampler. This tests conductivity, PH value, alkalinity, and chloride in tap water and possible contamination. This fully automated system allows the determination of several parameters according to various standards within one analysis. The system also transfers the required volume of sample into an external titration vessel, further reducing manual sample preparation. All sensors can be calibrated automatically and the titer of each titrant can also be determined. This high degree of automation minimizes errors and guarantees outstanding reproducibility.

**Impact on Funding:** The maximum amount authorized under this purchase order shall be One Hundred Fourteen Thousand Five Hundred Seventy Dollars ($114,570.00) from Capital funds (PWCAPCAP, 00006, 90640).

**Recommendation:** Department of Shared Services, Office of Purchasing recommends awarding a sole source purchase order to Brinkmann Instruments, Inc. dba Metrohm USA Inc.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-50-2026**

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

**DATE:** June 1, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY DEPARTMENT OF HEALTH

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED SEVENTY DOLLARS ($114, 570.00) ON BEHALF OF THE DEPARTMENT OF HEALTH TO BRINKMANN INSTRUMENTS INC. DBA METROHM USA INC.

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

VB: gb
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 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HEALTH, AND BRINKMANN INSTRUMENTS INC. DBA METROHM USA INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award to 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 Brinkmann Instruments Inc. dba Metrohm USA 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:
Raiza Cruz [CUSTOMERSUPPORT@METROHMUSA.COM]

Dated: 05/11/2026 09:54:53 am

Vendor: Brinkmann Instruments Inc. dba Metrohm USA Inc.

Title: Document & Support Specialist

**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: Derrick Rowe
   Date of birth: 12/27/1974
   Home address: 19148 Red Bird Lane
   City: Lithia State/Province/ Territory: FL Zip/Postal Code: 33547
   Country: US

   Business Address: 9250 Camden Field Pkwy
   City: Riverview State/Province/ Territory: FL Zip/Postal Code: 33578
   Country US
   Telephone: 866-638-7646

   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: 06/16/1994

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, Derrick Rowe , 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, Derrick Rowe , 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.

Brinkmann Instruments Inc. dba Metrohm USA Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Derrick Rowe DERRICK.ROWE@METROHMUSA.COM

Chief Operating Officer

Title

05/21/2026 03:06:41 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: Paul Zack
   Date of birth: 08/17/1966
   Home address: 10232 Shadow Branch Dr
   City: Tampa State/Province/ Territory: FL Zip/Postal Code: 33647
   Country: US

   Business Address: 9250 Camden Field Pkwy
   City: Riverview State/Province/ Territory: FL Zip/Postal Code: 33578
   Country US
   Telephone: 866-638-7646

   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 | 04/01/2019 | 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, Paul Zack , 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 Zack , 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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Brinkmann Instruments Inc dba Metrohm USA Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Zack PAUL.ZACK@METROHMUSA.COM

Chief Financial Officer

Title

05/21/2026 11:57:00 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: Ed Colihan
   Date of birth: 01/09/1976
   Home address: 16323 Palmettoglen Ct
   City: Lithia State/Province/ Territory: FL Zip/Postal Code: 33547
   Country: US

   Business Address: 9250 Camden Field Pkwy
   City: Riverview State/Province/ Territory: FL Zip/Postal Code: 33578
   Country US
   Telephone: 866-638-7646

   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 | 11/23/1998 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 11/23/1998 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Ed Colihan , 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, Ed Colihan , 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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Brinkmann Instruments Inc. dba Metrohm USA Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ed Colihan ED.COLIHAN@METROHMUSA.COM

President & CEO

Title

06/03/2026 08:30:58 am

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: 05/11/2026

1) Proposer's Legal Name: Brinkmann Instruments Inc. dba Metrohm USA Inc.

2) Address of Place of Business: 9250 Camden Field Pkwy

City: Riverview State/Province/ Territory: FL Zip/Postal Code: 33578

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: 807144527

5) Federal I.D. Number: 26-0130818

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:

Medomus is the parent company

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.

Metrohm maintains established standards of conduct requiring employees to avoid, disclose, and appropriately manage any actual or potential conflicts of interest. Business activities are conducted with an emphasis on transparency, objectivity, and ethical decision-making. Potential conflicts are identified in advance and addressed through appropriate measures, including disclosure, management review, mitigation, or reassignment of responsibilities to prevent or eliminate any conflict. If a conflict of interest should arise guidance should be sought from the County.

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;

12/08/2005

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.

Brinkmann Instruments Inc., dba Metrohm USA, is a wholly owned subsidiary and does not have any individual (natural person) owners or shareholders.

Ownership structure is as follows:

Medomus (Tax Holding Company) – 100% owner of Brinkmann Instruments Inc. dba Metrohm USA
Metrohm AG – 100% owner of Medomus
Metrohm Foundation – 100% owner of Metrohm AG

The Metrohm Foundation is a private foundation (trust) established for the long-term continuity of the Metrohm Group and charitable purposes.
No individual shareholders, members, general partners, or limited partners hold any direct or indirect financial interest in the company.

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

Ed Colihan, President & CEO
Paul Zack, Chief Financial Officer
Derrick Rowe, Chief Operating Officer

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

260

vi) Annual revenue of firm;

100000000

vii) Summary of relevant accomplishments

Metrohm has a proven track record of delivering reliable analytical solutions, high-quality service, and responsive technical support to a wide range of clients.

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

B. Indicate number of years in business.

18

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

Metrohm has the experience, resources, and internal controls necessary to reliably perform these services in compliance with all requirements.

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 | Bureau of Wastewater Treatment - NYC Environmental Protection | | |
| Contact Person | Abeba Negatu | | |
| Address | 96-05 Horace Harding Expressway | | |
| City | Corona | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (718) 595-6909 | | |
| Fax # | | | |
| E-Mail Address | anegatu@dep.nyc.gov | | |

| | | | |
|---|---|---|---|
| Company | BOCC Hillsborough County Florida | | |
| Contact Person | Allison Shannon | | |
| Address | 9456 E Columbus Dr. | | |
| City | Tampa | State/Province/Territory | FL |
| Country | US | | |
| Telephone | (301) 944-1279 | | |
| Fax # | | | |
| E-Mail Address | ShannonA@hillsboroughcounty.org | | |

| | | | |
|---|---|---|---|
| Company | South Florida Water Management District | | |
| Contact Person | Keith Herring | | |
| Address | 8894 Belvedere Road, B374 | | |
| City | West Palm Beach | State/Province/Territory | FL |
| Country | US | | |
| Telephone | (301) 944-1279 | | |
| Fax # | | | |
| E-Mail Address | kherrin@sfwmd.gov | | |

I, Raiza Cruz , 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, Raiza Cruz , 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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Name of submitting business: Brinkmann Instruments Inc. dba Metrohm USA Inc.

Electronically signed and certified at the date and time indicated by:
Raiza Cruz RAIZA.CRUZ@METROHMUSA.COM

Document & Support Specialist
Title

06/03/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Brinkmann Instruments Inc. dba Metrohm USA Inc.

Address: 9250 Camden Field Pkwy

City: Riverview State/Province/Territory: FL Zip/Postal Code: 33578

Country: US

2. Entity's Vendor Identification Number: Not assigned.

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 | Derrick | | | | |
| Last Name | Rowe | | | | |
| MI | | Suffix | | | |
| Address | 9250 Camden Field Pkwy | | | | |
| City | Riverview | State/Province/ Territory: | FL | Zip/Postal Code: | 33578 |
| Country | US | | | | |
| Position | Chief Operations Officer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Ed | | | | |
| Last Name | Colihan | | | | |
| MI | | Suffix | | | |
| Address | 9250 Camden Field Pkwy | | | | |
| City | Riverview | State/Province/ Territory: | FL | Zip/Postal Code: | 33578 |
| Country | US | | | | |
| Position | President & CEO | | | | |

| | |
|---|---|
| First Name | Paul |
| Last Name | Zack |
| MI | Suffix |

| | | | | | |
|---|---|---|---|---|---|
| Address | 9250 Camden Field Pkwy | | | | |
| City | Riverview | State/Province/ Territory: | FL | Zip/Postal Code: | 33578 |
| Country | US | | | | |
| Position | Chief Financial 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.

We are a privately owned firm.

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):

(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:
Raiza Cruz [CUSTOMERSUPPORT@METROHMUSA.COM]

Dated: 06/02/2026 02:29:55 pm

Title: Document & Support Specialist

**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.

#RQHE26000160

# REQUISITION

RQHE26000160 24/APR/2026

VENDOR: #260130818
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE

RIVERVIEW FL 33578

TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

"RULES" - [illegible]-2026
Sole Source

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 493-00 | 1.00 | LOT | 95,405.0000 | 95,405.00 |

LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRON

855 ROBOTIC TITROSAMPLER BASIC (1T/1P), BASIC MODEL FOR EXTENSION TO CUSTOMER-SPECIFIC AUTOMATION FOR TITRATIONS. SPACE-SAVING ROBOTIC SAMPLE PROCESSOR XL WITH BUILT-IN TITRANDO, ONE WORK STATION INCLUDING SWING HEAD AND ONE BUILTIN MEMBRANE PUMP. AN EXTERNAL PERISTALTIC OR MEMBRANE PUMP CAN BE CONNECTED TO ASPIRATE THE TITRATED SOLUTION. THE METHODS ARE PROGRAMMED WITH THE HANDY TOUCH CONTROL OR PC CONTROLLED EITHER WITH PC CONTROL OR THE TIAMO TITRATION SOFTWARE.
ITEM #28550010 $ 40,678.00

801 STIRRER, FOR USE WITH TITRANDOS, SAMPLE PROCESSORS, 805 DOSIMAT AND 780/781 PH-PH METER. WITH PERMANENTLY ATTACHED CABLE FOR MSB (METROHM SERIAL BUS), WITHOUT STAND
ITEM #28010010 $ 1,373.00

PUMP UNIT "ASPIRATE", PERISTALTIC PUMP FOR RINSING ELECTRODES AND SAMPLE BEAKERS AND FOR THE ASPIRATION OF TITRATED SOLUTIONS. THE PUMPS CAN BE DIRECTLY CONNECTED TO AND ARE CONTROLLED BY THE 778/814/789/815 SAMPLE PROCESSORS. SUITABLE TRANSFERRING SOLVENTS AND/OR SUSPENSIONS, WITH COMPREHENSIVE ACCESSORIES FOR ASPIRATING.
ITEM #27720120 4,017.00

800 DOSINO, DRIVE WITH WRITE/READ HARDWARE FOR INTELLIGENT DOSING UNITS. TWO LED'S SHOW THE STATUS OF THE DOSING SYSTEM, WITH FIXED CABLE. FOR TITRANDOS SAMPLE PROCESSORS AND 846 DOSING INTERFACE.
ITEM #28000010 2 X $3991.00 = $ 7,982.00

DOSING UNIT 807 GLASS 20

CONTINUED, NEXT PAGE



M QUOTE

# REQUISITION

RQHE26000160 24/APR/2026

VENDOR:
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE
RIVERVIEW FL 33578
TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

| | | |
|---|---|---|
| ITEM #63032220 | | 2,064.00 |
| DOSING UNIT 807 GLASS 50, GLASS CYLINDER: VBUR = 50ML | | |
| ITEM #63032250 | | 2,126.00 |
| 856 CONDUCTIVITY MODULE, CONDUCTIVITY MEASURING MODULE AS ADDITIONAL MEASURING INPUT FOR TITRANDO OR TIAMO SYSTEMS WITH 900 TOUCH CONTROL OR SOFTWARE TIAMO. | | |
| ITEM #28560010 | | $ 5,849.00 |
| AQUATRODE PLUS PT1000 F/2MM. | | |
| ITEM #600257000 | | 1,218.00 |
| COND. 5 RING MEAS. CELL PT1000 C=1.0. | | |
| ITEM #60915130 | | 3,027.00 |
| LL-ECOTRODE PLUS WOC | | |
| ITEM #60262100 | | 467.00 |
| INDICATOR ELECTRODE CABLE 6.2104.020, WITH TYPE F PLUG, 1M. | | |
| ITEM #62104020 | | 200.00 |
| TITR. VESSEL LID MICRO | | |
| ITEM #61414060 | | $ 824.00 |
| BOTTOM OF TITR. VESSEL 20ML | | |
| ITEM #61415220 | | 194.00 |
| THREAD STOPPER M8 | | |
| ITEM #61446080 | | 16.00 |
| PP BEAKER 250. | | |
| ITEM #61453250 | 100 X 31.00 = | 3,100.00 |
| 786 SWING HEAD, OPTIONAL ACCESSORY FOR 789/815 ROBOTIC SAMPLE PROCESSORS XL FOR DIRECT TITRATION IN SAMPLE VESSELS OF 75ML OR LARGER OR FOR PIPETTING/TRANSFERRING FROM SMALL SAMPLE BEAKERS INTO EXTERNAL TITRATION CELLS THAT CAN BE POSITIONED TO THE LEFT OR RIGHT OF THE WORK STATION, WITH TITRATION HEAD. | | |

CONTINUED, NEXT PAGE

# REQUISITION

RQHE26000160 24/APR/2026

VENDOR:
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE
RIVERVIEW FL 33578
TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

| | | | |
|---|---|---|---|
| ITEM #27860030 | | | $ 10,638.00 |
| TITRATION HEAD FOR 786 | | | |
| ITEM #61462050 | | | 1,186.00 |
| 3-FOLD STOPPER W. MICROVALVE NS14 W. ANTIDIF. BURET TIP. | | | |
| ITEM #61543210 | | | 388.00 |
| BOTTLE CAP GL 45 | | | |
| ITEM #61602105 | | | 75.00 |
| PE BOTTLE GL45 1L. | | | |
| ITEM #61608040 | 2 X 44.00 = | $ | 88.00 |
| GLASS BOTTLE GL45 250ML. | | | |
| ITEM #61608090 | 2 X 56.00 = | | 112.00 |
| DESICCATOR TUBE SGJ 14. | | | |
| ITEM #61609000 | | | 107.00 |
| THREAD ADAPTOR S40/GL45. | | | |
| ITEM #61618020 | | | 77.00 |
| THREAD ADAPTOR 40MM/GL45. | | | |
| ITEM #61618050 | | | 186.00 |
| PVC TUBING 4/6 2M. | | | |
| ITEM #61801120 | | $ | 25.00 |
| FEP TUBING CONNECTION M6 80 | | | |
| ITEM #61805110 | | | 67.00 |
| GUIDE SHAFT FOR 62740000. | | | |
| ITEM #61823000 | | | 355.00 |
| EXTENDED LENGTH SIPHON TUBE FOR 2L+ BOTTLES. | | | |
| ITEM #61829020 | | | 63.00 |
| PTFE STIRRING BAR 16MM. | | | |
| ITEM #61903020 | | | 32.00 |
| SUPPORT ROD-MOUNT FOR SP. | | | |

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REQUISITION

RQHE26000160 24/APR/2026

VENDOR:
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE

RIVERVIEW FL 33578

TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

| | | |
|---|---|---|
| ITEM #62001070 | | $ 2,168.00 |
| CLAMPING RING 10MM. | | |
| ITEM #62013010 | 2 X 32.00 = | 64.00 |
| CLAMP FOR SGJ14. | | |
| ITEM #62023020 | | 23.00 |
| SAMPLE RACK FOR 789: 28X250ML. | | |
| ITEM #62041820 | | 3,496.00 |
| HOLDER FOR DU. | | |
| ITEM #62047010 | | 352.00 |
| HOLDER FOR TWO DOSINOS AND 1L BOTTLES. | | |
| ITEM #62061010 | | $ 840.00 |
| CABLE USB A-MINIDIN 8P. PLUG. | | |
| ITEM #62151000 | | 215.00 |
| COVER FOR DESICCATORS. | | |
| ITEM #62701020 | | 33.00 |
| SEPTUM STOPPER, 18MM, FOR UPPER PART TITRATION VESSEL 6.1414.30. | | |
| ITEM #62730020 | | 133.00 |
| BLANK STOPPER WITH SCREW CONNECTOR FOR UPPER PART TITRATION VESSEL | | |
| 6.1414.030 PART #62730030 | 5 X 73.00 = | 365.00 |
| STOPPER 18MM FOR BUR. TIP. | | |
| ITEM #62730050 | | $ 124.00 |
| THREADED NIPPLE M16/12MM. | | |
| ITEM #62730060 | 2 X 124.00 = | 248.00 |
| THREADED NIPPLE M16/12MM.(SEPARATED BECAUSE OF THE PARTS THEY ARE | | |
| ITEM #62730060 ASSOCIATED WITH) | | 124.00 |
| THREADED NIPPLE M16/8MM. | | |
| ITEM #62730070 | | 226.00 |
| ROTOR PIPE. | | |

CONTINUED, NEXT PAGE

# REQUISITION

RQHE26000160 24/APR/2026

VENDOR:
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE
RIVERVIEW FL 33578
TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

ITEM #62740000 460.00

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 002 | 493-00 | 1.00 | LOT | 13,935.0000 | 13,935.00 |

LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRON
OMNIS SOFTWARE WITH PC WINDOWS 11
ALL IN ONE COMPUTER SYSTEM WITH STAND, FEATURE HIGHLIGHTS:
INTEL I7 CORE PROCESSOR OR BETTER, 256 GB SSD OR BETTER, 16GB RAM OR
BETTER, WI-FI CONNECTIVITY, 1 X ETHERNET AND WINDOWS 11.
ITEM #SNG-TI17407 $ 3,819.00
OMNIS STAND-ALONE LICENSE WITH 2 INSTRUMENT LICENSES.
ITEM #606003012 7,992.00
1 X INSTRUMENT LICENSE.
ITEM #606002010 2,124.00

| | | | | | |
|---|---|---|---|---|---|
| 003 | 493-00 | 1.00 | LOT | 5,230.0000 | 5,230.00 |

LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRON
INSTALLATION/TRAINING
METROHM'S STANDARD INSTALLATION SERVICE PROVIDES YOU WITH ALL ASPECTS
OF QUALITY ASSURANCE AND IS THE IDEAL INSTALLATION PRODUCT FOR LABORA-
TORIES OPERATING OUTSIDE OF A REGULATED ENVIRONMENT. IN ACCORDANCE
WITH DETAILED INSTRUCTION, YOUR SYSTEM IS PROPERLY INSTALLED AND TEST-
ED TO VERIFY FUNCTIONALITY. SERVICE INCLUDES: DELIVERY & SHIPPING
CONFIRMATION, WORKPLACE AND ENVIRONMENTAL SUITABILITY ASSESSMENT,
PROFESSIONAL INSTALLATION OF HARDWARE & SOFTWARE BY FACTORY CERTIFIED
SERVICE PERSONNEL. FUNCTIONAL TEST, DOCUMENTED INSTALLATION RECORD, UP
TO 2 HOURS OF INSTRUMENT FAMILIARIZATION. *INSTALLATION BY A METROHM
SERVICE ENGINEER IS REQUIRED TO INITIATE THE 3-YEAR INSTRUMENT

CONTINUED, NEXT PAGE

REQUISITION

RQHE26000160 24/APR/2026

VENDOR:
BRINKMANN INSTRUMENTS, INC.
6555 PELICAN CREEK CIRCLE

RIVERVIEW FL 33578

TEL:(813)316-4700
FAX:(813)316-4900

REQUISITIONER:
HE HEALTH DEPARTMENT
NC DEPARTMENT OF HEALTH LABORATORY
2251 HEMPSTEAD TPKE, BLD S
EAST MEADOW NY 11554
DEBBIE NICOSIA/DEIRDRE ELLIOTT
TEL:(516)227-8719
FAX:( ) -

WARRANTY.

| | |
|---|---|
| ITEM #SER-TI80003 | $ 4,330.00 |
| METHOD TRANSFER SERVICE INCLUDES THE TRANSFER OF METROHM OR THIRD PARTY METHODS. SERVICE DOES NOT INCLUDE ANY METHOD DEVELOPMENT SERVICES. SERVICE IS BILLED HOURLY. | |
| ITEM #SER-TI80007 | 900.00 |

ESTIMATED TOTAL: 114,570.00

RQHE26000160

Metrohm USA Inc.

# SALES QUOTATION

**Quotation Number QUO-313380-F3S7G6-6**

| **Delivery Address** | **Delivery Contact** |
|---|---|
| Nassau County Department | Deirdre Elliott |
| Of Health | Phone: |
| 2251 Hempstead tpke Bld S | Email: delliott@nassaucountyny.gov |
| East Meadow, NY 11554 | |
| United States | |

| | | | |
|---|---|---|---|
| **Valid Dates** ..... | 4/6/2026 - 5/6/2026 | **Shipping Method** ..... | Best Way (UPS) |
| **Payment Terms** ..... | 30 days net | **Terms of Delivery** ..... | FOBD - prepay and add |

Dear Deirdre

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest.

To Place order the following are required:

- Purchase order MUST reference Quote #: QUO-313380-F3S7G6
- Reference deviations from Metrohm USA T&C
- If this purchase is Tax Exempt, you must supply a Tax Exempt certificate with Purchase Order.
- Emailed or Faxed to Customer Support Department
  - Email: CustomerSupport@Metrohmusa.com
  - Fax: 813-316-4900

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

**Tricia Stano**

tricia.stano@metrohmusa.com



**TO PLACE YOUR ORDER**

Email: customersupport@metrohmusa.com

**Metrohm USA, Inc.**

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm USA Inc.

# SALES QUOTATION

## Quotation Number QUO-313380-F3S7G6-6

| Line | Item no. | Description | Qty. | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | **28550010** | 855 Robotic Titrosampler □ «BASIC» (1T/1P) Basic model for extension to customer-specific automation for titrations. Space-saving Robotic Sample Processor XL with built-in Titrando, one work station including Swing Head and one built-in membrane pump. An external peristaltic or membrane pump can be connected to aspirate the titrated solution (optional). The methods are programmed with the handy Touch Control or PC-controlled □ either with PC Control or the tiamo titration software. | 1 | $40,678.00 | **$40,678.00** |
| 2 | **28010010** | 801 Stirrer For use with Titrandos, Sample Processors, 805 Dosimat and 780/781 pH-pH Meter. With permanently attached cable for MSB (Metrohm Serial Bus); without stand | 1 | $1,373.00 | **$1,373.00** |
| 3 | **27720120** | Pump Unit "Aspirate" Peristaltic pump for rinsing electrodes and sample beakers and for the aspiration of titrated solutions. The pumps can be directly connected to and are controlled by the 778/ 814/789/815 Sample Processors. Suitable transferring solvents and/or suspensions, With comprehensive accessories for aspirating | 1 | $4,017.00 | **$4,017.00** |
| 4 | **28000010** | 800 Dosino Drive with write/ read hardware for intelligent Dosing Units. Two LEDs show the status of the dosing system. With fixed cable. For Titrandos, Sample Processors and 846 Dosing Interface. | 2 | $3,991.00 | **$7,982.00** |
| 5 | **63032220** | Dosing Unit 807 Glass 20 | 1 | $2,064.00 | **$2,064.00** |
| 6 | **63032250** | Dosing Unit 807 Glass 50 Glass cylinder: Vbur = 50 mL | 1 | $2,126.00 | **$2,126.00** |
| 7 | **28560010** | 856 Conductivity Module Conductivity measuring module as additional measuring input for Titrando or tiamo systems with 900 Touch Control or software tiamo. | 1 | $5,849.00 | **$5,849.00** |
| 8 | **600257000** | Aquatrode Plus Pt1000 F/2 mm | 1 | $1,218.00 | **$1,218.00** |
| 9 | **60915130** | Cond. 5 Ring Meas. Cell Pt1000 C=1.0 | 1 | $3,027.00 | **$3,027.00** |
| 10 | **60262100** | LL-Ecotrode Plus WOC | 1 | $467.00 | **$467.00** |



**TO PLACE YOUR ORDER**

Email: customersupport@metrohmusa.com

**Metrohm USA, Inc.**

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm USA Inc.

# SALES QUOTATION

## Quotation Number QUO-313380-F3S7G6-6

| Line | Item no. | Description | Qty. | Unit Price | Total |
|---|---|---|---|---|---|
| 11 | **62104020** | Indicator Electrode Cable 6.2104.020, with type F plug, 1M | 1 | $200.00 | **$200.00** |
| 12 | **61414060** | Titr. Vessel Lid Micro | 1 | $824.00 | **$824.00** |
| 13 | **61415220** | Bottom of Titr. Vessel 20mL | 1 | $194.00 | **$194.00** |
| 14 | **61446080** | Thread Stopper M8 | 1 | $16.00 | **$16.00** |
| 15 | **61453250** | PP Beaker 250 | 100 | $31.00 | **$3,100.00** |
| 16 | **27860030** | 786 Swing Head<br>Optional accessory for 789/815 Robotic Sample Processors XL for direct titration in sample vessels of 75 mL or larger, or for pipetting/transferring from small sample beakers into external titration cells that can be positioned to the left or right of the work station.<br>With titration head | 1 | $10,638.00 | **$10,638.00** |
| 17 | **61462050** | Titration Head for 786 | 1 | $1,186.00 | **$1,186.00** |
| 18 | **61543210** | 3-Fold Stopper w. Microvalve NS14 W. Antidif. Buret Tip | 1 | $388.00 | **$388.00** |
| 19 | **61602105** | Bottle cap GL 45 | 1 | $75.00 | **$75.00** |
| 20 | **61608040** | PE Bottle GL45 1l | 2 | $44.00 | **$88.00** |
| 21 | **61608090** | Glass Bottle GL45 250mL | 2 | $56.00 | **$112.00** |
| 22 | **61609000** | Desiccator Tube SGJ 14 | 1 | $107.00 | **$107.00** |
| 23 | **61618020** | Thread Adaptor S40/GL45 | 1 | $77.00 | **$77.00** |
| 24 | **61618050** | Thread Adaptor 40mm/GL45 | 1 | $186.00 | **$186.00** |
| 25 | **61801120** | PVC Tubing 4/6 2m | 1 | $25.00 | **$25.00** |
| 26 | **61805110** | FEP tubing connection M6 80 | 1 | $67.00 | **$67.00** |
| 27 | **61823000** | Guide Shaft for 62740000 | 1 | $355.00 | **$355.00** |
| 28 | **61829020** | Extended length siphon tube for 2L+ bottles | 1 | $63.00 | **$63.00** |
| 29 | **61903020** | PTFE Stirring Bar 16 mm | 1 | $32.00 | **$32.00** |
| 30 | **62001070** | Support Rod-Mount for SP | 1 | $2,168.00 | **$2,168.00** |



**TO PLACE YOUR ORDER**

Email: customersupport@metrohmusa.com

**Metrohm USA, Inc.**

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm USA Inc.

# SALES QUOTATION

## Quotation Number QUO-313380-F3S7G6-6

| Line | Item no. | Description | Qty. | Unit Price | Total |
|---|---|---|---|---|---|
| 31 | **62013010** | Clamping Ring 10mm | 2 | $32.00 | **$64.00** |
| 32 | **62023020** | Clamp for SGJ14 | 1 | $23.00 | **$23.00** |
| 33 | **62041820** | Sample rack for 789: 28x250mL | 1 | $3,496.00 | **$3,496.00** |
| 34 | **62047010** | Holder for DU | 1 | $352.00 | **$352.00** |
| 35 | **62061010** | Holder for two Dosinos and 1 L bottles. | 1 | $840.00 | **$840.00** |
| 36 | **62151000** | Cable USB A-MiniDin 8p. Plug | 1 | $215.00 | **$215.00** |
| 37 | **62701020** | Cover for Desiccators | 1 | $33.00 | **$33.00** |
| 38 | **62730020** | Septum Stopper, 18 mm, for upper Part Titration Vessel 6.1414.030 | 1 | $133.00 | **$133.00** |
| 39 | **62730030** | Blank Stopper with screw connector for Upper Part Titration Vessel 6.1414.030 | 5 | $73.00 | **$365.00** |
| 40 | **62730050** | Stopper 18mm for Bur. Tip | 1 | $124.00 | **$124.00** |
| 41 | **62730060** | Threaded Nipple M16/12mm | 2 | $124.00 | **$248.00** |
| 42 | **62730060** | Threaded Nipple M16/12mm | 1 | $124.00 | **$124.00** |
| 43 | **62730070** | Threaded Nipple M16/8mm | 1 | $226.00 | **$226.00** |
| 44 | **62740000** | Rotor Pipe | 1 | $460.00 | **$460.00** |
| 45 | OMNIS SW w PC Windows 11 | | | | |
| 46 | **SNG-TI17407** | All In One Computer System w/ Stand.<br>Feature highlights:<br>- Intel i7 Core Processor or better<br>- 256GB SSD or better<br>- 16GB RAM or better<br>- Wi-fi connectivity<br>- 1 x ethernet<br>- Windows 11 | 1 | $3,819.00 | **$3,819.00** |
| 47 | **606003012** | OMNIS Stand-Alone License with 2 instrument licenses | 1 | $7,992.00 | **$7,992.00** |
| 48 | **606002010** | 1x Instrument License | 1 | $2,124.00 | **$2,124.00** |
| 49 | Install/Training | | | | |
| 50 | **SER-TI80003** | Metrohm's Standard Installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated | 1 | $4,330.00 | **$4,330.00** |

$95,405
$13,935



**TO PLACE YOUR ORDER**

Email: customersupport@metrohmusa.com

**Metrohm USA, Inc.**

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm USA Inc.

# SALES QUOTATION

## Quotation Number QUO-313380-F3S7G6-6

| Line | Item no. | Description | Qty. | Unit Price | Total |
|---|---|---|---|---|---|
| | | environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.<br>Service includes:<br>Delivery & shipping confirmation<br>Workplace and environmental suitability assessment<br>Professional Installation of hardware & software by factory certified service personnel<br>Functional test<br>Documented installation record<br>Up to two (2) hours of instrument familiarization<br>*Installation by a Metrohm service engineer is required to initiate the three-year instrument warranty | | | |
| 51 | **SER-TI80007** | Method Transfer service includes the transfer of Metrohm or third party methods. Service does not include any method development services. Service is billed hourly. | 2 | $450.00 | **$900.00** |

**Total Amount** **$114,570.00**

Metrohm's Standard installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.

Metrohm USA offers a 3-year limited warranty on all new Metrohm Instruments. For complete details, please see our warranty statement here.

Please click here for Metrohm USA standard terms and conditions.

Leasing options available



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Metrohm USA Inc.

# SALES QUOTATION

## Quotation Number QUO-313380-F3S7G6-6

### General Terms and Conditions

**Pricing.** Our prices may change at any time without notice. Prices we quote are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to Customer, the price will be the product price in effect at the time we accept the order. Customer is responsible for standard delivery and handling charges. If applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will add these to the invoice. Shipments are FOB Destination (CIP Incoterms 2010) point of shipment and all title to the equipment and risk of loss and injury shall pass to the Customer upon the transfer of the Equipment to the delivery address.

**Payment and Credit Terms.** Unless otherwise agreed to in writing, all Customer payment terms will be set at net 30 days after the date of invoice, subject to credit approval. For precut sales, including parts for service orders, METROHM USA will invoice Customer for the product price and all other charges due when we ship the products to Customer. For services, METROHM USA will invoice Customer when the service is scheduled to begin. METROHM USA may require Customer to provide a signed credit application prior to establishing payment terms. We reserve the right to require Customer to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that Customer's financial condition does not justify extension of net terms otherwise specified. Customer will make all payments in the currency specified in our invoice. Please see invoice document for payment remittance information.

**Late Payment and Collections.** Customer may be required to pay interest on any undisputed amounts past due at the greater of a rate of 1.5% per month or the maximum amount allowable by applicable law. METROHM USA reserves and retains a security interest in the Equipment shipped to Customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, Customer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA in connection therewith. We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if Customer does not pay us when due, or if Customer otherwise does not perform its obligations.

**Taxes.** METROHM USA standard prices do not include applicable sales, services, use, VAT, or similar taxes. The amount of any such tax which METROHM USA may be required to pay or collect will be added to the invoice and paid by Customer unless Customer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA by Customer is subsequently, through no fault of METROHM USA, determined to be invalid, METROHM USA will attempt to acquire an acceptable certificate, notarized affidavit of exempt use or other necessary documentation from Customer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by Customer.

**Regulatory Change or Tariff Adjustment.** In the event of any increase in tariffs, duties, or other governmental charges affecting the cost of goods or materials, the Seller will pass cost to buyer and buyer agrees to pay. Seller will add tariffs cost at incurred rate to invoice. Payment terms will remain as specified in the original agreement unless otherwise agreed upon in writing. The Seller is not responsible for any delays due to the imposition of tariffs, duties, or changes in laws after the purchase order was executed.

**Cancellations and Changes.** Once an order is placed, Customer cannot cancel or change it without METROHM USA's written consent. If an agreed change is made, a formal email confirmation will be sent with any agreed upon changes. If Customer cancels the order other than as permitted by consent, Customer must pay METROHM USA all amounts due pursuant to the order. If the order is cancelled for any reason Customer will be required to pay METROHM USA for reasonable costs and expenses including engineering expenses and all commitments to METROHM USA 's suppliers incurred prior to METROHM USA receiving notice of cancellation. The minimum cancellation charge is 25% of the price.

**Product Delivery.** We will ship products to the destination Customer specifies in its order, FOB destination (CIP Incoterms 2010). Unless otherwise specified by Customer, Customer (i) gives its consent for METROHM USA to arrange for carriage for all products supplied on Customer's behalf; and (ii) waive Customer's right to arrange carriage or to give any specific instructions regarding carriage. METROHM USA will not provide any carrier invoices or payment terms to Customer. METROHM USA may, at our discretion, make partial shipments and invoice each shipment separately. Shipping dates are considered approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. Customer may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If delivery of a product to Customer is delayed due to any cause within Customer's control, we will place the delayed products in storage at Customer's risk and expense. Products shipped by METROHM USA selected carriers will be insured under METROHM USA policy and any payments for loss will be paid to METROHM USA.

**Collect Shipments.** Customer may select its own carrier and charge shipping to Customer's collect account instead of accepting the METROHM USA delivery terms above, where such purchase shall be under FOB origin (FOB Incoterms 2010). METROHM USA will not be responsible for any shipping or handling damages. METROHM USA will not make any claims on Customer's behalf for any damages caused by the carrier selected by Customer. Customer will need to open its own claim with its selected carrier. METROHM USA does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties. There is a 15% surcharge added to collect shipments to cover shipping materials, handling, and coordination with collect carriers.

**Export Controls.** Customer agrees that its purchase of products from METROHM USA is for its own use, and that METROHM USA products shall not be shipped or exported to any other country. Products purchased or received under these Terms and Conditions may not be sold, delivered, exported and transmitted, either directly or via third parties, to territories, entities, or individuals subject to sanctions imposed by international organizations (e.g. United Nations, OSCE and the EU). Customer agrees to comply with all applicable export laws, restrictions and regulations, including the United States Export Administration Regulations (specifically 15 C.F.R. chapter VII, subchapter C as well as part 738 (the Commerce Control List) and part 746 (Embargoes and Other Special Controls) thereof) and shall indemnify METROHM USA for any violations thereof.

**Product Returns.** METROHM USA customer support will authorize and approve return of any product that is damaged or defective on receipt, provided Customer contacts customer support within five days after receiving the product, and provided such damage or defect has not been caused by any failure by Customer or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If Customer does not contact us within this five-day period, we will deem the product to be accepted, and any warranty rights will still apply. METROHM USA will determine the best solution to provide replacement product in case of carrier damage or loss. Items returned for Customer convenience (and not for product failure or warranty issues) will be subject to a 25% restocking fee ($100 minimum) plus 100% of services delivered, based on the sale price. Customer must contact METROHM USA customer support (via customersupport@METROHMUSA.com ) for a return authorization Number (RAN) within 14 days of shipment from METROHM USA to be eligible for a return credit. Customer must return items within 10 days of receiving RAN. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories. If METROHM USA exercises our discretion to authorize a product for return, the product must arrive at our facilities in a condition satisfactory for resale. We do not credit shipping charges. Customer will not receive credit for any product returned without our prior consent.

**Shortages.** Any shortages must be reported to METROHM USA customer support within five(5) days after receiving the product.

**Warranties.** New Equipment is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to Customer, provided that the Equipment has been maintained and operated in strict conformity with its operating instructions. Any defective equipment will be repaired or replaced at METROHM USA's discretion. METROHM USA may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. See our website for more details and base our Industry leading Warranty Statement. (https://www.metrohm.com/en_us/service/quality-service/warranty.html ) METROHM USA warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair, or calibration performed by Customer or a third party not previously authorized by METROHM USA. Warranties shall not apply where the product has been subjected to corrosion, accident, alteration, misuse, abuse, acts of God, or failure on the part of the Customer to ensure proper operation and/or storage. All used and demonstration equipment carries a 1 year warranty when installed by a METROHM USA Representative. Used and demo instruments not installed by METROHM USA have a 90-day warranty. This warranty only applies to used and demonstration instruments sold by METROHM USA. METROHM USA does not warranty the calibration of any instrument. If a product is purchased in the United States or Canada and moved outside the contiguous United States or the province of Canada, the warranty is voided unless agreement is made before the original purchase. METROHM USA warranties are transferable upon METROHM USA's receipt of written notification of transfer signed by the original customer. Such notification should include the serial number, model number, and the name, address and location of transferee. The transferee must agree in writing to METROHM USA warranty terms. Warranty transfer information should be sent via email to warranty@metrohmusa.com.

**Warranty Exclusions.** METROHM USA warranties do not apply to (a) normal wear and tear; (b) damage caused by accident, disaster or event of force majeure; (c) Customer misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure, electrical power surges, exposure to corrosion, or abuse; (e) instruments sold as 'used' products that are identified as being sold without warranty; or (f) products manufactured in accordance with specifications Customer gave us. METROHM USA warranties do not apply to consumable or wearing parts, including but not limited to electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by warranty and are considered consumable due to normal wear. METROHM USA warranties do not cover, and may be voided by: (1) relocation, removal, use, maintenance, storage, transportation, or handling of products in an improper, inadequate, negligent, or unapproved manner by Customer or any third party (including the carrier), such as, but not limited to, failure to follow our instructions, operating guidelines, or protocols, improper site preparation, operation outside of stated environmental or use specifications, operation or contact with unapproved software, materials, chemicals or other products, or in an inappropriate location; (2) improper or inadequate maintenance, repair, service, or calibration performed by Customer or an unauthorized third party; (3) unauthorized alteration or modification, improper use or operation of, or tampering with equipment outside of the specifications; (4) any use of replacement parts we have not supplied.

**DISCLAIMERS.** The express warranties in this limited warranty statement are in lieu of all other warranties, whether express, implied, or statutory, regarding the products purchased from METROHM USA. METROHM USA expressly disclaims all such other warranties, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights. Without limiting the foregoing, METROHM USA does not warrant that the operation of any software or instruments comprising the products will be uninterrupted or error-free.

**Limitation of Liability.** In no event shall METROHM USA be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA. In no event shall any liability of METROHM USA arising in connection with any article sold hereunder (whether such liability arise from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by Customer to METROHM USA for such article. The remedies provided herein are Customer's sole and exclusive remedies, and METROHM USA shall not be liable for any other claim or damages of any kind related to the products or services.

**Intellectual Property.** The sale of equipment to Customer will in no way transfer to Customer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment. METROHM USA grants Customer a non-exclusive and non-transferable right to use any software provided for Customer's internal purposes only. Customer may not reverse engineer, decompile, or disassemble any software licensed from METROHM USA.

**Indemnification.** Customer agrees to indemnify, defend and hold harmless METROHM USA and its directors, officers, employees, agents, successors, assigns, and related companies (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Customer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent caused by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of these Terms or any Agreement between Customer and METROHM USA.

**No Customer Assignment.** Customer may not assign or delegate any of its rights or obligations under any of these Terms and any Agreement between Customer and METROHM USA without the prior written consent of METROHM USA. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

**Parties Bound.** These Terms and any Agreement between Customer and METROHM USA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Force Majeure.** METROHM USA will not be responsible or liable for failing to perform our obligations under these Terms and any Agreement between Customer and METROHM USA to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

**Governing Law; Enforceability.** The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that the non-relevant the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation. Headings are for convenience only and shall not be used in the interpretation of these Terms.



Print date: 4/6/2026 8:23:01 PM

**TO PLACE YOUR ORDER**

Email: customersupport@metrohmusa.com

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm
USA Inc.

**Metrohm USA, Inc.**
9250 Camden Field Parkway
Riverview, FL 33578

Sole Source and System Specifications

Metrohm USA is the exclusive distributor of Metrohm titrators, sample changers and accessories in the United States and Canada. Metrohm USA not only is the sole distributor of equipment that meets the specifications listed in Exhibits A – C, but provides on-site support including manufacturer approved installation, training and service, live technical support and testing methodology needed for successful completion of this experiment that meets the specifications given in Exhibits A – C.

*Exhibit A - Metrohm 855 Analyzers:*

- must be a combined system with the sample processor to create a single system to perform the analysis. This combined feature will free up costly bench space.
- must be able to accommodate several different rack sizes
- must have a built-in pump for rinsing
- must have unrestricted connectivity to Metrohm OMNIS™ software
- modes include potentiometric endpoint titrations (SET), dynamic titrations with automatic equivalence point finding (DET) and monotonic titrations with automatic equivalence point finding (MET)
- measuring modes include pH, mV, temperature, polarized and direct ISE (ion selective electrode)
- electrode input resolution of 0.1mV
- must have the ability to perform manual operations such as: measuring, dosing, and stirring
- must have USB control to allow an unrestricted high-speed data stream and plug-and-play capability and immediate identification. The USB connection on the Titrator must not only allow connection to printers and peripheral devices, but must be the sole means of controlling the Titrator from the Windows 7 or 8 data system

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9250 Camden Field Parkway
Riverview, FL 33578

- must connect to external devices through a MSB connection and have native support in the base model for up to 3 titrating burettes
- must use exchangeable burette system available in 2, 5, 10, 20 and 50 mL sizes
- must automatically recognizes burette size, burette serial number, titrant identification, standardization value and history of last 10 standardizations
- reagent dosing technology must use an overhead burette drive for top-down dosing and zero dead volume for automated reagent exchange, cleaning and preparing.
- must have the ability to check for the correct reagent before starting analysis
- must automatically recognize peripheral instruments (stirrers, dosing devices, pumps) including model number and serial number
- instrument and burette communications must be conducted only via hardwired connection and not RFID
- must have 3 year warranty support
- must have minimum of 10 years of support after production of purchased instrument ceases

*Exhibit B- Metrohm OMNIS™ Software Requirements*

- must work with Microsoft SQL Server Database
- must have drag-and-drop functionalities and context-sensitive help elements
- must be compliant with FDA Regulation 21 CFR Part 11 and Eudralex, Volume 4, Annex 11
- must support single determinations, series determinations and parallel determinations
- must be compatible with Metrohm Titrando titrators and sample changers
- must be able to control third party RS232 devices

Metrohm
USA Inc.

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Riverview, FL 33578

- must have Client/Server capabilities and allow connection of up to 100 clients without additional licenses
- must allow input and output of data via 3rd party data integration

*Exhibit C – Sensor*

- pH sensor must have fixed ground-joint diaphragm, built in Pt1000 temperature sensor, minimum immersion depth of 25mm, pH range of 0-14, and capable of long-term measurement in temperatures up to 80C. maintenance-free inner gel electrolyte with bridge electrolyte and a fixed ground-joint diaphragm for rapid response in ion-deficient or weakly buffered samples

Best regards,

Kerri-Ann Blake, PhD
Product Manager, Titration
Metrohm, USA
Riverview, FL 33578

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

IRINA GELMAN, DPM, PhD, MPH
Commissioner of Health

NASSAU COUNTY DEPARTMENT OF HEALTH

FISCAL UNIT

# *Inter-Departmental Memo*

**To:** Robert Cleary, Chief Procurement and Compliance Officer

**From:** Paul Broderick – Deputy Commissioner for Administration - Health

**Date:** April 7, 2026

**Subject:** Metrohm 855 Robotic Titrosampler and Accessories.

Nassau County Department of Health – Laboratory Division is requesting sole-source approval for purchase of the Metrohm 855 Robotic Titrosampler and Accessories.

As explained in the attached sole-source letter, Metrohm USA, Inc., is the sole manufacturer, service center, and US distributor of this product.

Please review the attached sole source letter and quote and let us know if you have any questions.

Thank you,

Sincerely,

Paul Broderick
Deputy Commissioner for Administration

200 COUNTY SEAT DRIVE, MINEOLA, NEW YORK 11501
Phone: 516-227-9500 Fax: 516-227-9696

## Nicosia, Debora

**From:** Malhame, Allison
**Sent:** Tuesday, April 7, 2026 12:25 PM
**To:** Sherman, Heather; Cleary, Robert
**Cc:** Broderick, Paul; Nicosia, Debora
**Subject:** RE: Metrohm Sole Source

Heather,

This sole source procurement is approved.

Thank you,

Allison

Allison E. Malhame, CPA
Chief Deputy Commissioner
Nassau County Department of Shared Services
One West Street, Room 100
Mineola, NY 11501
(516) 571-5801
amalhame@nassaucountyny.gov

**From:** Sherman, Heather <HSherman@nassaucountyny.gov>
**Sent:** Tuesday, April 7, 2026 12:10 PM
**To:** Cleary, Robert <RCleary@nassaucountyny.gov>; Malhame, Allison <AMalhame@nassaucountyny.gov>
**Cc:** Broderick, Paul <PBroderick@nassaucountyny.gov>; Nicosia, Debora <DNicosia@nassaucountyny.gov>
**Subject:** Metrohm Sole Source

Good afternoon,

Attached please find our request to approve Metrohm as the sole source for an 855 Robotic Titrosampler and Accessories.

A price quote and sole source letter is also attached. Please review and let us know if you have any questions.

Thank you,

Heather

***Heather Sherman***
Accounting Systems Specialist
Nassau County Department of Health
200 County Seat Drive, Mineola, NY 11501
(O): (516) 227-8605
Email: hsherman@nassaucountyny.gov

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2026

**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**
WWW Insurance, LLC
300 First Avenue South
Fifth Floor
St. Petersburg FL 33701

**CONTACT NAME:** Certificates Team
**PHONE (A/C, No, Ext):** 727-522-7777 **FAX (A/C, No):** 727-521-2902
**E-MAIL ADDRESS:** certificates@w3ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : ACE Property and Casualty Insurance Company | 20699 |
| INSURER C : The Hanover Insurance Company | 22292 |
| INSURER D : Allmerica Financial Benefit Insurance Company | 41840 |
| INSURER E : Massachusetts Bay Insurance Company | 22306 |
| INSURER F : | |

**INSURED** BRININS-01
Brinkmann Instruments, Inc. dba Metrohm USA, Inc.
9250 Camden Field Parkway
Riverview FL 33578

**COVERAGES** **CERTIFICATE NUMBER:** 512796867 **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**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 99505872 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| E | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY<br>X MA-Statutory<br>X No Fault/PIP | | | ADJH86348805 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Limit/State | $ 1,000,000<br>$<br>$<br>$<br>$ Statutory |
| B<br>C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | XOOG24996943017<br>UHJH88447204 | 1/1/2026<br>1/1/2026 | 1/1/2027<br>1/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| D<br>D<br>C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | W2JH85739505<br>W2JH85863804<br>WZJH87191605 | 1/1/2026<br>1/1/2026<br>1/1/2026 | 1/1/2027<br>1/1/2027<br>1/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Umbrella Policy: ACE Property and Casualty Insurance Co., Policy #XOOG24996943017 - Limits are excess of General Liability
Umbrella Policy: Hanover Insurance Group: Policy #UHJH88447204 - Limits are excess over Auto & Employers Liability

Certificate Holder is additional insured on a primary and non-contributory basis, including completed operations, with respect to General Liability if required by written contract subject to terms, conditions, and exclusions of the policy and additional insured on a primary basis with respect to Auto Liability if required by written contract subject to the terms and conditions and exclusions of the policy. A Waiver of Subrogation in favor of certificate holder applies to General Liability, Auto, and Workers Compensation if required by written contract. General Liability limit applies Per Project.

**CERTIFICATE HOLDER**

Nassau County
1 West Street
Mineola NY 11501
United States

**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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Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL -6 A 10:33

# Staff Summary A-51-2026

| | |
|---|---|
| Subject: Groceries (S/B # 39386-06026-131) | Date: June 3, 2026 |
| Department: Shared Services, Office of Purchasing | Vendor Name: H. Schrier & Co., Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-51-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: F. Rodriguez, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Initial** | **Approval** | **Date & Initial** | **Approval** |
| 6/22/2026 | Chief Procurement Officer | 7/2/26 | Budget |
| 6/26/26 KWO | County Attorney | 7/3/26 | County Executive |
| 6/29/26 KW | Insurance | | |

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

**Purpose:** To authorize and award a blanket purchase order for Grocery products for Nassau County Department of Corrections.

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

| **Vendors Viewed the solicitation: 17** | **Vendors bid on this solicitation: 2** |
|---|---|
| 6 Woman Owned business | 0 Woman Owned Business |
| 5 Minority (African/American) | 0 Minority (African/American) |
| 13 Small Business | 1 Small Business |
| 0 Service Disabled (Veteran) Owned | 0 Service Disabled (Veteran) Owned |
| 0 Veteran Owned Business | 0 Veteran Owned Business |
| 0 None of the Above | 0 None of the Above |

The Identified lowest responsible bidder is H. Schrier & Co., Inc., it is listed in the small business 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 One Hundred Seventy-Five Thousand Dollars ($175,000) from general funds (CCGEN1510 DD416). The term of this blanket purchase order shall be for one (1) six (6) month term from date of issuance and may be extended by mutual agreement for an additional six (6) month period with all the same terms, prices and conditions.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to H. Schrier & Co., Inc. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-51-2026**

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

**DATE:** June 3, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY CORRECTIONAL CENTER.

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 ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($175,000) ON BEHALF OF THE DEPARTMENT OF CORRECTIONS, TO H. SCHRIER & CO., INC. FOR GROCERY PRODUCTS.

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

VB: gb
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 2026

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 DEPARTMENT OF CORRECTIONS AND H. SCHRIER & CO., INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #39386-06026-131 for Groceries for the Department of Corrections located at 100 Carmen Ave East Meadow NY 11554, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that H. Schrier & Co., Inc., submitted the lowest responsible bid and 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 Purchase order with H. Schrier & Co., 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:
Evelyn Lupo [ELUPO@SCHRIERFOODSERVICE.COM]

Dated: 05/29/2026 12:22:56 pm

Vendor: H. Schrier & Co., Inc.

Title: Bid Assistant

**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: Jamie Libertoff
   Date of birth: 09/30/1978
   Home address: 515 E. 72nd Street

   City: New York | State/Province/Territory: NY | Zip/Postal Code: 10021
   Country: US

   Business Address: 4901 Glenwood Rd

   City: Brooklyn | State/Province/Territory: NY | Zip/Postal Code: 11234
   Country: US
   Telephone: 718.258.7550

   Other present address(es): None

   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 | 06/01/2001 |
| 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.
   10% Ownership

   1 File(s) uploaded: shareholder list.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 [X] NO [ ] If Yes, provide details.

6.67% of lease to the corporation for warehouse and office space

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, Jamie Libertoff , 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, Jamie Libertoff , 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.

H.Schrier&Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jamie Libertoff JAMLIBBY@AOL.COM

Shareholder

Title

02/03/2026 01:36:17 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: Dana Roseman
   Date of birth: 01/03/1977
   Home address: 45 Birchall Drive
   City: Scarsdale State/Province/Territory: NY Zip/Postal Code: 10583
   Country: US

   Business Address: 4901 Glenwood Rd
   City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11234
   Country US
   Telephone: 718.258.7550

   Other present address(es): None
   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 | 06/01/2001 |
| 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.
   10% Ownership

   1 File(s) uploaded: shareholder list.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 [X] NO [ ] If Yes, provide details.

6.67% of lease to the corporation for warehouse and office space

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?
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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, Dana Roseman , 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, Dana Roseman , 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.

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H. Schrier & Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dana Roseman DANA.ROSEMAN@YAHOO.COM

Shareholder

Title

02/02/2026 05:35:30 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.

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1. Principal Name: Barri Leff
   Date of birth: 05/19/1971
   Home address: 3 Hillview Ct.

   City: Armonk | State/Province/ Territory: NY | Zip/Postal Code: 10504
   Country: US

   Business Address: 4901 Glenwood Rd

   City: Brooklyn | State/Province/ Territory: NY | Zip/Postal Code: 11234
   Country: US
   Telephone: 718.258.7550

   Other present address(es): None

   City: Brooklyn | State/Province/ Territory: NY | Zip/Postal Code: 11234
   Country: US
   Telephone: 7182587550

   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 | 06/01/2001 |
| 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.
   10% Ownership

   1 File(s) uploaded: shareholder list.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 [X] NO [ ] If Yes, provide details.

6.67% of lease to the corporation for warehouse and office space

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.

BRL & KIDS LLC - 3 HILLVIEW COURT, ARMONK, NY 10504
FORMATION DATE: 6/6/2011
ID NUMBER: f356450449

1 File(s) uploaded: 2023-09-06 18-48.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 [ ] 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.

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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, Barri Leff , 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, Barri Leff , 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.

H. Schrier & Co.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Barri Leff BARRILEFF@YAHOO.COM

Shareholder

Title

02/02/2026 12:59:17 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: Jonathan Libertoff
   Date of birth: 11/11/1975
   Home address: 245 Brookville Rd

   City: Brookville | State/Province/ Territory: NY | Zip/Postal Code: 11545
   Country: US

   Business Address: 4901 Glenwood Road

   City: Brooklyn | State/Province/ Territory: NY | Zip/Postal Code: 11234
   Country US
   Telephone: 718258.755

   Other present address(es): None

   City: Brooklyn | State/Province/ Territory: | Zip/Postal Code: 11234
   Country: US
   Telephone: 7182587550

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 01/01/2003 |
| Chairman of Board | | Shareholder | 06/01/2001 |
| Chief Exec. Officer | | Secretary | 01/01/2000 |
| 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.
   35% Ownership

   1 File(s) uploaded: shareholder list.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 [X] NO [ ] If Yes, provide details.

6.67% of lease to the corporation for warehouse and office space

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, Jonathan Libertoff , 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, Jonathan Libertoff , 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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H. Schrier & Co., Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jonathan Libertoff JLIBERTOFF@SCHRIERFOODSERVICE.COM

Secretary/Treasurer
Title

02/02/2026 12:40:19 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: David Libertoff
   Date of birth: 11/16/1974
   Home address: 1886 Muttontown Road

   City: Muttontown State/Province/Territory: NY Zip/Postal Code: 11791
   Country: US

   Business Address: 4901 Glenwood Road

   City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11234
   Country US
   Telephone: 718.258.7550

   Other present address(es): None

   City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11234
   Country: US
   Telephone: 7182587550

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 01/01/2000 | Treasurer | 01/01/2002 |
| Chairman of Board | | Shareholder | 06/01/2001 |
| 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.

   35% Ownership

   1 File(s) uploaded: shareholder list.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 [X] NO [ ] If Yes, provide details.

6.67% of lease to the corporation for warehouse and office space

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.

DBD MARINE LLC is a Florida Domestic Limited-Liability Company filed on May 4, 2021. The company's filing status is listed as Active and its File Number is L21000194332.

The Registered Agent on file for this company is Corporation Service Company and is located at 1201 Hays Street, Tallahassee, FL 32301-2525. The company's principal address is 1886 Muttontown Road, Muttontown, NY 11791 and its mailing address is 1886 Muttontown Road, Muttontown, NY 11791.

The company has 1 contact on record. The contact is David Libertoff from Muttontown NY.

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, David Libertoff , 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, David Libertoff , 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.

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H. Schrier & Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
David Libertoff DLIBERTOFF@SCHRIERFOODSERVICE.COM

President

Title

02/02/2026 11:54:50 am

Date

# H. SCHRIER & CO., INC.

## Food Service Distributors

Ownership of H. Schrier % Co., Inc.

President-- David Libertoff- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoff- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoff -10%
515 East 72nd Street
New York, NY 10021

**Business History Form**

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

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

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

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

Date: 02/17/2026

1) Proposer's Legal Name: H. Schrier & Co., Inc.

2) Address of Place of Business: 4901 Glenwood Rd

City: Brooklyn State/Province/ Territory: NY Zip/Postal Code: 11234

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: 15-999-8632

5) Federal I.D. Number: 112854301

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 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 CONFLICT 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 CONFLICT 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.

1 File(s) uploaded: NASSAU COUNTY 17B ATTACHMENT.pdf

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;

01/01/2000

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.

ATTACHED

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

ATTACHED

1 File(s) uploaded: BID - OWNER SHIP PERCENTAGE LIST.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

72

vi) Annual revenue of firm;

25000000

vii) Summary of relevant accomplishments

1 File(s) uploaded: ACCOMPLISHMENTS.pdf

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

1 File(s) uploaded: LICENSES PERMITS.pdf

B. Indicate number of years in business.

36

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: BID - OWNER SHIP PERCENTAGE LIST.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 | COUNTY OF SUFFOLK | | |
| Contact Person | ROBERT PIERRO | | |
| Address | YAPHANK RD | | |
| City | YAPHANK | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 852-5220 | | |
| Fax # | | | |
| E-Mail Address | ROBERT.PIERRO@SUFFOLKCOUNTYNY.GOV | | |

| | | | |
|---|---|---|---|
| Company | OCEANSIDE SCHOOL DISTRICT | | |
| Contact Person | JANE BLACKBURN | | |
| Address | 3160 SKILLMAN AVENUE | | |
| City | OCEANSIDE | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 678-7548 | | |
| Fax # | | | |
| E-Mail Address | JBLACKBURN@OCEANSIDESCHOOLS.ORG | | |

| | | | |
|---|---|---|---|
| Company | JERICHO SCHOOL DISTRICT | | |
| Contact Person | TRACY GILLET | | |
| Address | 99 CEDAR SWAMP RD | | |
| City | JERICHO | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 203-3600 | | |
| Fax # | | | |
| E-Mail Address | TGILET@JERICHOLSCHOOLS.ORG | | |

I, Evelyn Lupo , 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, Evelyn Lupo , 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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Name of submitting business: H. Schrier & Co., Inc.

Electronically signed and certified at the date and time indicated by:
Evelyn Lupo ELUPO@SCHRIERFOODSERVICE.COM

Bid Assistant
Title

02/17/2026
Date

H. SCHRIER & CO., INC.
Full Line Food Service Distributor
4901 Glenwood Road • Brooklyn, NY 11234
www.schrierfoodservice.com
Phone (718) 258-7550 Fax (718) 258-9586

# OWNERSHIP OF H. SCHRIER & CO.,INC.

**PRESIDENT:** DAVID LIBERTOFF – 35%
1886 MUTTONTOWN ROAD
MUTTONTOWN, NY 11791

**SEC/TREAS:** JONATHAN LIBERTOFF – 35%
245 BROOKVILLE ROAD
BROOKVILLE, NY 11545

BARRI LEFF – 10%
3 HILLVIEW COURT
ARMONK, NY 10504

DANA ROSEMAN – 10%
62 PALMER AVENUE
SCARSDALE, NY 10583

JAMIE LIBERTOFF – 10%
515 EAST 72ND STREET
NEW YORK, NY 10021

# H. SCHRIER & CO., INC.

## Food Service Distributors

Should we hire an employee with a family relationship with a County public servant that might be construed as a possible conflict of interest, we would prohibit that employee from being involved in any way with the bidding, billing, payment or any other function between the County & H. Schrier & Co., Inc.
Additionally, we would notify Nassau County Office of Purchasing of the employee's name and the title of said family relationship

4901 GLENWOOD ROAD • BROOKLYN, NY 11234 • PHONE: (718) 258-7500
FAX: (718) 258-9586 • EMAIL: INFO@SCHRIERFOODS.COM

Response for Section A on Page 13

# H. SCHRIER & CO., INC.

## Food Service Distributors

H. Schrier & Co. Inc. has been supplying food to Nassau County since 2001. We have also supplied Suffolk County for the same time period. Additionally, we have been the "prime vendor" for the State of Pennsylvania for the last five years. We are also the approved vendor for all State of New York facilities located in the southern district of the state (Nassau County, Suffolk County, the five boroughs of New York City, And both Rockland and Westchester County.

The business is incorporated in New York State since 1986. We currently employ 92 people. Our annual revenue is $25,000,000.00.

We are open from 6PM Sunday through 10PM Friday. We are capable of delivering product the day after receiving your purchase order. We run a fleet of 25 trucks with compartmentalized temperature control.

I have attached the names, addresses and positions of all persons having a financial interest in the corporation, as well as 3 local references.

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STATE OF NEW YORK
**DEPARTMENT OF AGRICULTURE AND MARKETS**
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

# LICENSE NOTICE

**Please post this license notice in the establishment.**

Date Issued: 01/01/2026

Expires: 12/31/2027

Fee Paid: $400

New York State
Department of Agriculture and Markets
Albany, NY 12235

**FOOD WAREHOUSE LICENSE**

Entity No.: 117521

Certificate No.: 21827

Estab No.: 618577

Pursuant to Article 28 of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be performed at this location.

This license cannot be sold or transferred.

H SCHRIER CO INC
H SCHRIER CO
4901 GLENWOOD RD
BROOKLYN, NY 11234

Richard A. Ball
Commissioner

COUNTY OF NASSAU

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

1. Name of the Entity: H. Schrier & Co., Inc.

Address: 4901 Glenwood Rd

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11234

Country: US

2. Entity's Vendor Identification Number: 112854301

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):

1 File(s) uploaded: BID - OWNER SHIP PERCENTAGE LIST.doc

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.

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):

248 Carleton Drive East

(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:
Evelyn Lupo [ELUPO@SCHRIERFOODSERVICE.COM]

Dated: 01/23/2026 11:12:30 am

Title: Bid Assistant

**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.

H. SCHRIER & CO., INC.
Full Line Food Service Distributor
4901 Glenwood Road • Brooklyn, NY 11234
www.schrierfoodservice.com
Phone (718) 258-7550 Fax (718) 258-9586

# OWNERSHIP OF H. SCHRIER & CO.,INC.

PRESIDENT: DAVID LIBERTOFF – 35%
1886 MUTTONTOWN ROAD
MUTTONTOWN, NY 11791

SEC/TREAS: JONATHAN LIBERTOFF – 35%
245 BROOKVILLE ROAD
BROOKVILLE, NY 11545

BARRI LEFF – 10%
3 HILLVIEW COURT
ARMONK, NY 10504

DANA ROSEMAN – 10%
62 PALMER AVENUE
SCARSDALE, NY 10583

JAMIE LIBERTOFF – 10%
515 EAST 72ND STREET
NEW YORK, NY 10021

# H. SCHRIER & CO., INC.

## Food Service Distributors

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Response for Section A on Page 23

# H. SCHRIER & CO., INC.

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The business is incorporated in New York State since 1986. We currently employ 92 people. Our annual revenue is $25,000,000.00.

We are open from 6PM Sunday through 10PM Friday. We are capable of delivering product the day after receiving your purchase order. We run a fleet of 25 trucks with compartmentalized temperature control.

I have attached the names, addresses and positions of all persons having a financial interest in the corporation, as well as 3 local references.

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# 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** 39386-06026-131
**Dated:** 05/14/2026

**BID OPENING DATE** 06/02/2026 11:00 A.M. E.D.T.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| F. RODRIGUEZ | (516) 571-5820 | N/A |

OFFICE OF PURCHASING
JUN - 2 2026
OPENED 11 AM

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE:** Groceries

- **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** Net30 **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:**
Nassau County Correctional Center
100 Carman Avenue
East Meadow, N.Y. 11554

**GUARANTEED DELIVERY DATE**
1 **DAYS AFTER RECEIPT OF ORDER**

**EMPLOYERS FEDERAL TAX ID NUMBER**
112854301

**TOLL FREE TELEPHONE NUMBER:**
**BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION**

**NAME OF BIDDER** H. Schrier & Co., Inc.
**ADDRESS** 4901 Glenwood Rd
**CITY** Brooklyn **STATE** NY **ZIP CODE** 11234 **TELEPHONE** 718.258.7550

SIGNATURE OF AUTHORIZED INDIVIDUAL

David Libertoff President
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, cbanges, 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.

**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 the bids from all bidders deemed to be eligible for contract award. Failure to provide request information may result in rejection of the bid.

Director. Office of Purchasing

# DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: H. Schrier & Co., Inc.

Address: 4901 Glenwood Rd, Brooklyn, NY 11234

Telephone No: 718.258.7550 Fax No: 718.258.9586

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

# H. SCHRIER & CO., INC.

## Food Service Distributors

Ownership of H. Schrier % Co., Inc.

President-- David Libertoff- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoff- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoff -10%
515 East 72nd Street
New York, NY 10021

QUALIFICATION STATEMENT

BIDDER'S NAME: H. Schrier & Co., Inc.

ADDRESS: 4901 Glenwood Rd, Brooklyn, NY 11234

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____33

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT David Libertoff - 1886 Muttontown Rd, Muttontown, NY 11791
   VICE PRESIDENT
   SECRETARY Jonathan Libertoff - 245 Brookville Rd, Brookville, NY 11545
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? May 2026

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 36+

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   Groceries/Dairy/Frozen/Meats/Produce/Non-Foods

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 |
|---|---|---|---|---|
| Dan Wallis | Senior Buyer | 41+ | | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** President **TITLE**

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: See attached

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

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.

**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** _____ President
**BIDDER** **TITLE**

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 Contractor'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** _____ President
**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, 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 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 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.

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.

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.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

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.

**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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

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.
- As an alternative to submitting the Disclosure Forms in the Nassau County Vendor Portal, a bidder may submit a hard copy of the Disclosure Forms with their bid. A bidder may obtain a hard copy of the Disclosure Forms by contacting the Buyer.

# Vendors must, prior to bid opening complete all disclosure Forms at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627

**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:***

☑ 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**

☐ 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: 5/27/26

(Signature of Bidder)

Print Name: David Libertoff

Print Title: President

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

## 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.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders for a six (6) month period beginning SEPTEMBER 1, 2026, to MARCH 31, 2027.

The County shall issue a Blanket Purchase Order to the successful bidders for deliveries in accordance with telephone orders against the Purchase Order numbers.

**PERIOD COVERED**: Shall be for one (1) six (6) month term from date of issuance and may be extended by mutual agreement for an additional six (6) month period with all the same terms, prices and conditions.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

Estimates Total Dollar Value: Six Months; $250,000.

The estimates usage (6) six-month figures are the result of research on every item as to their usage during a past six (6) six-month period and/or their anticipated usage during the next six (6) month period.

**TOTAL CONSUMPTION**: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

**MINIMUM ORDERS:** There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

Inside delivery is required on all deliveries. No delivery will be accepted at any Nassau County Agency after 2:00 P.M.

**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.

**BID OPENING:** At Bid Opening, only bidders' names will be read; unit prices will not be read but will be available when bid summary sheet is prepared.

**AWARD:** 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.

**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.

**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** _____ President
**BIDDER** **TITLE**

**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 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.

**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.

**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.

**SAMPLES:** Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered**. If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum 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 testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

**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.

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**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

**NON-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 27TH day of MAY, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: H. Schrier & Co., Inc.

Address: 4901 Glenwood Rd

Street:

City, Town, etc: Brooklyn, NY 11234

Telephone: _____ Title: President

If applicable, responsible Corporate Officer

Name David Liberthoff Title President

Signature: _____ 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** _____ President

**BIDDER** **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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

## OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

**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:** 5/27/26

**Signature:** David Libertoff

**Name:** David Libertoff

**Title:** President

**Contractor Name:** H. Schrier & Co., Inc.

**Contractor Address:** 4901 Glenwood Rd, Brooklyn, NY 11234

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** David Libertoff — **BIDDER**

President — **TITLE**

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.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**GENERAL 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.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

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

**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.

**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.

**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.

**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).

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**BIDDER SIGN HERE** /David [illegible] — **BIDDER**

President — **TITLE**

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

H. Schrier & Co., Inc.

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 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

President

BY (SIGNATURE) — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

**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.

**APPROXIMATE QUANTITIES:** The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

President

**TITLE**

# NO SUBSTITUTIONS, PRODUCT MUST BE SAME PACKAGE.

# NO CROSS-OUTS TO SUBSTITUTE PACKAGE SIZE.

## VENDOR NOTE: PRODUCTS WILL NOT BE ACCEPTED IF THEY ARE PACKAGED IN GLASS

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 1) | 80 | CS | 393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK, IN BRINE OR VEGETABLE BROTH, 6/66-1/2 OZ. CANS/CS "NIFDA" "NUGGET" OR EQUAL | $ 42.74 |
| 2) | 2 | CS | 393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE | DL $ NB |
| 3) | 5 | CS | 393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE | DL $ 79.80 |
| 4) | 75 | CS | 393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE | DL $ 37.48 |
| 5) | 200 | CS | 393-54-730-001: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL MUST BE HALVES | $ 29.90 |
| 6) | 200 | CS | 393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE | $ 29.90 |
| 7) | 200 | CS | 393-54-780-000: PINEAPPLE CHUNKS, FANCY, 6/#10 CANS/CASE, NATURAL JUICE "DOLE" "DEL-MONTE" OR EQUAL | $ 38.70 |

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President **TITLE**

| Estimated Usage-6 Months | Unit | | Items and Description | Unit Price |
|---|---|---|---|---|
| 8) | 200 | CS | 393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL 6/#10 CANS/CASE | $ 26.60 |
| 9) | 10 | CS | 393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE | $ 42.90 |
| 10) | 200 | CS | 393-86-500-010: THREE BEAN SALAD, 6/10/CASE | $ 37.90 |
| 11) | 200 | CS | 393-86-000-020: GARBANZO BEANS, (CHIC PEAS) | $ 23.70 |
| 12) | 200 | CS | 393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A | $ 25.28 |
| 13) | 10 | CS | 393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, 6/#10 CANS/CASE | $ 23.40 |
| 14) | 32 | CS | 393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS | $ 26.20 |
| 15) | 10 | CS | 393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5, 6/#10CANS/CASE | $ 32.60 |
| 16) | 200 | CS | 393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE | $ 23.90 |

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**BIDDER SIGN HERE** David [signature] President

**BIDDER** **TITLE**

Estimated
Usage-6

| Months | Unit | | Items and Description | Unit Price |
|---|---|---|---|---|
| 17) | 5 | CS | 393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE | $ 56.78 |
| 18) | 10 | CS | 393-86-620-001: PIMENTOS, WHOLE, 24/14 OZ/CASE | $ 33.20 |
| 19) | 10 | BAGS | 393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY | $ 26.50 |
| 20) | 20 | CS | 393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE | $ 24.54 |
| 21) | 5 | BAGS | 393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY | $ 19.80 |
| 22) | 5 | BAGS | 393-87-520-100: BLACKEYE PEAS, US FANCY, 25 POUND BAGS ONLY | $ 39.30 |
| 23) | 25 | CS | 393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE | $ 73.58 |
| 24) | 30 | CS | 393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS | $ 26.90 |
| 25) | 30 | CS | 393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE | $ 28.48 |
| 26) | 20 | CS | 393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE | $ 45.80 |
| 27) | 10 | CS | 393-86-220-000: CARROTS, SLICES, US FANCY, 6/ #10 CANS/CASE | $ 23.20 |

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President
**TITLE**

| Estimated Usage-6 Months | | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 28) | 15 | CS | 393-86-820-000: TOMATO PASTE, ITALIAN, 6/10 | $ 38.75 |
| 29) | 40 | CS | 393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE | $ 26.90 |
| 30) | 5 | CS | 393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE | $ 27.10 |
| 31) | 40 | CS | 393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE | $ 26.34 |
| 32) | 75 | CS | 393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS | $ 37.58 |
| 33) | 20 | CS | 393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY | $ 37.80 |
| 34) | 15 | CS | 393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY | $ DL NB |
| 35) | 10 | CS | 393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE | $ 29.45 |
| 36) | 32 | CS | 393-86-730-000: SAUERKRAUT, SHREDDED, 6/#10 CANS/CASE | $ 33.70 |
| 37) | 40 | CS | 393-86-240-000: CORN, YELLOW WHOLE KERNEL, EXTRA STANDARD, 6/#10 CANS/CASE | $ 27.88 |
| 38) | 6 | BAGS | 393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY | $ 27.19 |

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**BIDDER SIGN HERE** /David [illegible] — **BIDDER**

President — **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 39) | 5 | BAGS | 393-87-312-001: BARLEY, PEARL, 25 POUND BAGS | $ 21.60 |
| 40) | 80 | BAGS | 393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY | $ 19.90 |
| 41) | 5 | BAGS | 393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY | $ DV 28.65 |
| 42) | 15 | CS | 393-86-380-000: HOMINY GRITS,12/24 OZ/CS | $ 18.25 |
| 43) | 2 | CS | 393-60-130-001: APPLE JUICE 12/46 OZ/CS NO GLASS | $ 19.90 |
| 44) | 2 | CS | 393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL | $ 48.90 |
| 45) | 2 | CS | 393-60-141-001: APPLE CIDER, 4/1 GALLON/CASE NO GLASS | $ NB |
| 46) | 2 | CS | 393-60-320-001: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS | $ 23.80 |
| 47) | 2 | CS. | 393-60-450-001: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS | $ 37.15 |
| 48) | 2 | CS | 393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY | $ 43.80 |

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President — **TITLE**

| | Estimated Usage-6 Months | H. Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 49) | 36 | CS | 393-60-560-001: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS | $ 13.90 |
| 50) | 12 | CS | 393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 ½ LBS./CASE | $ NB |
| 51) | 15 | CS | 393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/16 OZ/CASE | $ 43.68 |
| 52) | 300 | Box | 019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE' OR EQUAL, 50 LB/BAG OR BOX | $ 30.90 |
| 53) | 5 | CS | 393-43-000-001: MATZO, REGULAR AND FOR PASSOVER, 6/5 LB/CASE OR 30 LB/CASE | $ 81.90 |
| 54) | 36 | CS | 393-42-250-000: CORNSTARCH, 24/1 LB/CASE | $ 36.90 |
| 55) | 5 | CS | 393-76-000-000: BAKING SODA, 24/1 LB./CASE | $ 22.50 |
| 56) | 5 | CS | 393-32-150-000: BAKING POWDER, 6/5LB/CASE | $ 41.80 |
| 57) | 12 | CS | 393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE | $ 49.90 |
| 58) | 8 | GAL. | 393-50-300-000: COLORING, CARAMEL, 1 GALLON | $ DL NB |

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President — **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 59) | 50 49 | QT | 393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES | $ 2.15 |
| 60) | 3 | CS | 393-03-001-000: CORNFLKAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL | $ NB |
| 61) | 5 | BAGS | 393-90-310-001: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL | $ NB |
| 62) | 30 | BAGS | 393-51-770-001: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG | $ 18.90 |

**CAKE AND MUFFIN MIX**

"GENERAL MILLS", "MODERN MAID" OR EQUAL, ALL PACKED 6/5 POUND/CASE NO BULK MIXES ACCEPTED

| | | | | |
|---|---|---|---|---|
| 63) | 75 | CS | 393-46-500-000: PANCAKE MIX | $ 25.10 |
| 64) | 5 | CS | 393-47-211-000: DEVILS FOOD MIX | $ 42.90 |
| 65) | 5 | CS | 393-47-212-000: WHITE CAKE MIX | $ 33.90 |
| 66) | 5 | CS | 393-47-213-000: BROWNIE MIX | $ 43.90 |
| 67) | 5 | CS | 393-46-490-000: CORN MUFFIN MIX | $ 31.90 |
| 68) | 10 | CS | 393-47-214-000: YELLOW CAKE MIX | $ 32.90 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 69) | 5 | CS | 393-47-215-000: POUND CAKE MIX | $ NB |
| 70) | 5 | CS | 393-46-401-000: OAT BRAN MUFFIN MIX | $ NB |

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**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 71) | | | **MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS UNLESS OTHERWISE INDICATED, ALL ENRICHED** | |
| A) | 10 | CS | 393-61-770-000: SPAGHETTI | $ 12.20 |
| B) | 600 | CS | 393-61-520-000: MACARONI, ELBOWS | $ 12.20 |
| C) | 50 | CS | 393-61-521-000: ZITI | $ 12.95 |
| D) | 6 | CS | 393-61-522-000: MEDIUM SHELLS | $ NB |
| E) | 5 | CS | 393-61-523-000: RIGATONI | $ NB |
| F) | 5 | CS | 393-61-524-200: LASAGNA | $ NB |
| G) | 5 | CS | 393-61-525-000: PENNE | $ 13.30 |
| H) | 12 | CS | 393-61-527-001: FETTUCINI | $ NB |
| I) | 12 | CS | 393-61-526-000: ROTINI | $ NB |
| J) | 20 | CS | 393-61-570-000: MEDIUM NOODLES 10 POUND/CASE | $ 10.35 |

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**BIDDER SIGN HERE** _____ (BIDDER) President (TITLE)

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| | | | **BARILLA SEMOLINA PASTAS ONLY** | |
| K) | 20 | CS | 393-61-526-100: BARILLA SEMOLINA PASTA 2/10 POUND/CASE, ROTINI | $ 28.75 |
| L) | 20 | CS | 393-61-527-100: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, LINGUINI | $ 28.75 |
| M) | 20 | CS | 393-61-525-300: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, PENNE | $ 28.75 |
| N) | 24 | CS | 393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI | $ 28.75 |
| O) | 20 | CS | 393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI | $ 28.75 |
| P) | 20 | CS | 393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES | $ NB |
| Q) | 10 | CS | 393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS | $ 28.75 |

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| Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|

## CEREALS

**IMPORTANT: ALL PRODUCTS BEING BID ON MUST HAVE BRAND NAME AND PACKAGING SIZE INDICATED BY VENDOR. ANY BID NOT INDICATING BRAND NAME OF PRODUCT MAY BE DISQUALIFIED. SUCCESSFUL BIDDERS SHOULD BE AWARE THAT ONLY PRODUCT BID BY THEM WILL BE ALLOWED FOR DELIVERY. NOTE: NO BOWLS ACCEPTED.**

| | | | | |
|---|---|---|---|---|
| 72) | 75 | CS | 393-36-530-001: ROLLED OATS, 8/42 OZ/CASE, "QUAKER" OR EQUAL | $ 19.90 |
| 73) | 5 | CS | 393-36-660-000: CREAM OF RICE, 12/28 OZ.CASE | $ 28.90 |
| 74) | 6 | CS | 393-35-310-000: CORNFLAKES, 70/CASE "KELLOGGS" OR EQUAL | $ N/B |
| 75) | 10 | CS | 393-35-010-001: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL. | $ |
| 76) | 10 | CS | 393-35-320-000: CORN POPS, 70/CASE, KELLOGGS OR EQUAL | $ |
| 77) | 10 | CS | 393-35-360-001: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL | $ |
| 78) | 10 | CS | 393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL | $ N/B |

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**BIDDER SIGN HERE** David Schwartzberg — President

**BIDDER** — **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 79) | 10 | CS | 393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL | $ NB |
| 80) | 10 | CS | 393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL | $ |
| 81) | 10 | CS | 393-35-370-000: WHEATIES, 70/CASE, KELLOGGS OR EQUAL | $ |
| 82) | 10 | CS | 393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL | $ |
| 83) | 10 | CS | 393-35-420-005: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL | $ |
| 84) | 10 | CS | 393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL | $ |
| 85) | 10 | CS | 393-35-660-001: CRISPIX, 70/CASE, KELLOGGS OR EQUAL | $ |
| 86) | 10 | CS | 393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL | $ NB |

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**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 87) | 10 | CS | 393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL | $ NB |
| 88) | 10 | CS | 393-35-912-000: FROSTED MINI WHEATS, 72/CASE KELLOGGS OR EQUAL | $ NB |
| 89) | 430 | CS | 393-35-234-003: COMPLETE ALL BRAND FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES | $ 28.90 |
| 90) | 430 | CS | 393-35-310-004: CORN FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES | $ 28.90 |
| 91) | 10 | CS | 393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL | $ 36.35 |
| 92) | 5 | CS | 393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS | $ 36.35 |
| 93) | 10 | CS | 393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX | $ 36.35 |
| 94) | 5 | CS | 393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & ½ OZ/CASE, SMUCKERS OR EQUAL | $ 8.95 |

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President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 95) | 200 | CS | 393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE | $ 29.90 |
| 96) | 60 | CS | 393-82-552-001: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE | $ 34.70 |
| 97) | 3 | CS | 393-82-500-000: MOLASSES, 4/1 GAL/CASE | $ 68.90 |
| 98) | | | | |
| A) | 100 | BAGS | 393-81-630-000: GRANULATED SUGAR, 50/LB/BAG | $ 33.25 |
| B) | 2 | CS | 393-81-632-000: SUGAR PACKETS, IND. 1/9OZ EA. 2,000/CASE | $ 11.50 |
| 99) | 2 | CS | 393-81-740-001: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE | $ NB |
| 100) | 5 | CS | 393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE | $ 31.90 |
| 101) | 5 | CS | 393-59-430-001: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL | $ 50.90 |
| 102) | 12 | CS | 393-59-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH | $ 9.90 |
| 103) | 12 | CS | 393-59-420-000: STRAWBERRY JELLY, IND. ½ OZ. EA. 200/CASE | $ NB |
| 104) | 2 | CS | 393-59-430-002: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS. | $ NB |

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President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 105) | 5 | CS | 393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CAS | $ 44.95 |
| 106) | | | SOUP BASE MIXES, DYHYDRATED, BULK PACK, CONCENTRATE, (**PACKED 12/16 OZ. PLASTIC JARS/CS.**) EACH 16 OZ TO YIELD 5 GALLONS OF SOUP. **VENDOR MUST STATE BRAND: _____** **VENDOR MUST STATE PACKAGING SIZE_____** | |
| A) | 30 | CS | 393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT) | $ 23.90 |
| B) | 30 | CS | 393-78-400-090: CHICKEN SOUP BASE MIX (WITH CHICKEN FAT) 12/16 OZ. PLASTIC JARS | $ 22.90 |
| C) | 3 | CS | 393-78-400-085: ONION SOUP BASE, DEHYDRATED, CONCENTRATE, BULK PACK 12/16OZ PLASTIC JARS | $ 33.70 |
| D) | 3 | CS | 393-78-400-075: MUSHROOM SOUP BASE DEHYDRATED, CONCENTRATE, BULK PACK, PACKED 12/16 OZ PLASTIC JARS | $ 68.90 |
| 107) | | | **DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS** | |
| A) | 2 | CS | 393-46-420-000: CHERRY | $ 49.90 |
| B) | 2 | CS | 393-46-421-000: LEMON | $ 49.90 |
| C) | 2 | CS | 393-46-422-000: LIME | $ 49.90 |
| D) | 2 | CS | 393-46-425-000: STRAWBERRY | $ 49.90 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|

**BABY FOOD-STRAINED STAGE ONE, 16/2.5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL**

| | | | | |
|---|---|---|---|---|
| 108) | 3 | CS | 393-31-401-000: BANANAS (STRAINED) | $ 17.40 |
| 109) | 3 | CS | 393-31-401-020: PEACHES (STRAINED) | $ 17.40 |
| 110) | 3 | CS | 393-31-860-100: GREEN BEANS (STRAINED) | $ 17.40 |
| 111) | 3 | CS | 393-31-860-000: CARROTS (STRAINED) | $ 17.40 |
| 112) | 5 | CS | 393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE | $ NB |
| 113) | 10 | CS | 393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE | $ 47.90 |

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**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 114) | 10 | CS | 393-74-250-000: CLAMS, MINCED, 12/#5 CANS/CASE | $ 105.80 |
| 115) | 100 | CS | 393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS | $ 17.90 |
| 116-A) | 15 | CS | 393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY | $ 50.40 |
| 116-B) | 60 | PAIL | 393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY | $ 52.65 |
| 117) | | | PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE | |
| A) | 2 | CS | 380-33-270-000: VANILLA | $ 33.90 |
| B) | 2 | CS | 380-33-270-100: CHOCOLATE | $ 33.90 |
| C) | 2 | CS | 380-33-270-200: BUTTERSCOTCH | $ 33.90 |
| 118) | 2 | CS | 380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE | $ 44.90 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 119) | 2 | CS | 380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL | $ 40.90 |
| 120) | 20 | CS | 393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL | $ 26.90 |
| 121) | 18 | CS | 485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE | $ 24.90 |
| 122) | 40 | BOXES | 652-43-000-001: HAIR NETS, BROWN, NYLON, 144/BOX | $ NB |
| 123) | 200 | CS | 393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE | $ 5.94 |

**ALL 4/1 GALLON SALAD DRESSING IS TO BE KEN'S ONLY**

| | | | | |
|---|---|---|---|---|
| 124) | 4 | CS | 393-48-390-111: RANCH DRESSING, (4/GAL. CASE) **KEN'S ONLY** | $ 49.94 |
| 125) | 4 | CS | 393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL) **KEN'S ONLY** | $ 58.74 |
| 126) | 4 | CS | 393-48-390-107: 1000 ISLAND SALAD DRESSING (4/1 GAL) **KEN'S ONLY** | $ NB |
| 127) | 6 | CS | 393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL) **KEN'S ONLY** | $ NB |
| 128) | 6 | CS | 393-48-390-109: FRENCH DRESSING (4/1 GAL) **KEN'S ONLY** | $ 39.23 |
| 129) | 6 | CS | 393-38-390-110: ITALIAN DRESSING, (4/1 GAL) **KEN'S ONLY** | $ 38.93 |

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President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 130) | 15 | CS | 393-54-430-001: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE | $ NB |
| 131) | 5 | CS | 393-48-858-700: MUSTARD, PREPARED, IND. 500/7GRAM/CASE | $ 7.23 |
| 132) | 5 | CS | 393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE | $ 15.73 |
| 133) | 60 | CS | 393-48-315-700: TOMATO KETCHUP, U.S.FANCY 12/14 OZ/ BOTTLES, "HUNTS" OR EQUAL NO GLASS (provide case count if different than above) | $ 25.23 |
| 134) | 2 | CS | 393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL | $ 117.93 |
| 135) | 12 | CS | 393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL | $ 48.73 |
| 136) | 12 | CS | 393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE | $ 19.43 |
| 137) | 8 | CS | 393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS | $ 42.93 |
| 138) | 5 | CS | 393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS | $ 51.84 |
| 139) | 5 | CS | 393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS | $ NB |
| 140) | 8 | CS | 393-86-620-100: ROASTED PEPPERS, RED, 12/28 OZ/CASE | $ 31.73 |

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**BIDDER SIGN HERE** David Schmidt President
**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 141) | 5 | CS | 393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE | $ 24.73 |
| 142) | 8 | CS | 393-69-540-000: PICKLE CHIPS, KOSHER, 4/1 GALLON, "B & G" OR EQUAL | $ 27.73 |
| 143) | 8 | CS | 393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS | $ 29.84 |
| 144) | 140 | EA | 393-80-560-000: OREGANO, 1 LB | $ 4.73 |
| 145) | 24 | EA | 393-80-805-800: PAPRIKA, 1 LB | $ 3.13 |
| 146) | 140 | EA | 393-80-600-000: PEPPER, BLACK, GROUND, 1/LB | $ 6.38 |
| 147) | 10 | EA | 393-80-630-000: PEPPER, WHITE, GROUND, 1/LB | $ 7.47 |
| 148) | 20 | EA | 393-80-010-000: ROSEMARY, 2 LB/BOX | $ NB |
| 149) | 40 | EA | 393-80-010-200: CAJUN SPICE 1 LB/BOX | $ 3.23 |

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**BIDDER SIGN HERE** David Schaffer President

**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 150) | 96 | EA | 393-80-600-700 : CRUSHED RED PEPPER FLAKES, 12OZ CONTAINER/12 PER CASE | $ 3.73 |
| 151) | 96 | EA | 393-80-260-000: CUMIN, GROUND, 1/LB | $ 4.68 |
| 152) | 36 | EA | 393-80-830-000: THYME LEAF, 1/LB | $ 3.97 |
| 153) | 6 | EA | 393-80-720-000: SAGE, LEAF, 1/LB | $ NB |
| 154) | 6 | EA | 393-80-650-000: PICKLING SPICES, PURE, 12/OZ | $ NB |
| 155) | 120 | EA | 393-80-230-000: CHILI POWDER, 1 LB CONTAINER | $ 2.93 |
| 156) | 5 | EA | 393-80-500-000: NUTMEG, GROUND, 1/LB | $ 6.33 |
| 157) | 5 | EA | 393-80-130-000: BAY LEAVES, PURE, 1/LB | $ 5.43 |
| 158) | 72 | EA | 393-80-250-000: CINNAMON, GROUND, PURE, 14/0Z | $ 3.68 |
| 159) | 120 | EA | 393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/ | $ 4.13 |
| 160) | 120 | EA | 393-80-100-000: BASIL LEAVES, PURE, 1 LB | $ 3.13 |

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President — **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 161) | 20 | EA | 393-80-360-000: GINGER, GROUND, 1 LB | $ 3.23 |
| 162) | 48 | EA | 393-80-670-000: POULTRY SEASONING, PURE, 1/LB CONTAINER | $ NB |
| 163) | 24 | EA | 393-80-190-000: CELERY SALT, 2/LB | $ NB |
| 164) | 24 | EA | 393-80-470-000: MUSTARD, DRY, 1/LB | $ NB |
| 165) | 24 | EA | 393-80-550-000: ONION POWDER, PURE, 16/OZ | $ 3.33 |
| 166) | 24 | EA | 393-80-350-000: GARLIC POWDER, 1/LB | $ 3.33 |
| 167) | 20 | EA | 393-80-270-000: CURRY POWDER, 1/ LB | $ 2.93 |
| 168) | 4 | CS | 393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS | $ 12.93 |
| 169) | 48 | CS | 393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS | $ 9.73 |
| 170) | 6 | CS | 393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS | $ 12.43 |

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BIDDER TITLE

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 171) | 6 | CS | 393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS. | $ 16.23 |
| 172) | 60 | BAGS | 393-73-000-003: SALT, TABLE, 25 POUND BAGS | DU $ 5.64 |
| 173) | 4 | CS | 393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL | $ 16.93 |
| 174) | 6 | CS | 393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL | $ 41.93 |
| 175) | 5 | CS | 393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES, FRANKS, LOUISIANA, TRAPPEY, TEXAS PETE KRASDALE, OR APPROVED EQUAL WINSTON NOT ACCEPTABLE STATE BRAND KRASDALE | $ 19.45 |
| 176) | 30 | CS | 393-48-761-002: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY | $ 58.73 |
| 177) | 4 | CS | 393-48-761-101: HOISEN SAUCE, 6/5 QUART/CASE | $ 48.73 |
| 178) | 96 | QT | 393-50-460-000: VANILLA FLAVOR QUART IMMITATION | $ 2.07 |
| 179) | 2 | CS | 393-74-672-220: GIFILTE FISH, 12/24 OZ. (STATE BRAND ADLER | $ 77.75 |
| 180) | 60 | CS | 393-48-407-000: BROWN GRAVY MIX, 8/15 OZ BOX, "TRIO" OR "CHEF'S COMPANION" | $ NB |

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President — **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 181) | 60 | CS | 393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION" | $ NB |
| 182) | 10 | CS | 393-85-050-010: ICED-TEA MIX WITH LEMON & SWEETNER, BROMLEY OR EQUAL 12/24 OZ/CASE **(LIPTON NOT ACCEPTABLE)** | $ NB |
| 183) | 1 | CS | 393-85-100-010: DECAFFEINATED TEA BAGS "BROMLEY" OR EQUAL WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED' (LIPTON NOT ACCEPTABLE) | $ NB |
| 184) | 3 | CS | 393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX, BROMLEY" OR EQUAL (LIPTON NOT ACCEPTABLE) | $ NB |
| 185) | 120 | CS | 393-85-111-010: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE BROMLEY" OR EQUAL (LIPTON NOT ACCEPTABLE) XXX 100 pack | $ 16.93 |
| 186) | 6 | CS | 393-68-000-001: PEANUT BUTTER, USDA GRADE A SMOOTH, CREAMY, 6/5 LB/TUBS, SELECT, TEDDY, NEWTON FARMS, CARRAIGE HOUSE, OR EQUAL | $ 43.50 |
| 187) | 12 | CS | 390-91-100-400: WATER, SPRING, 6/1 GALLON/CS. PLASTIC JUG TYPE BOTTLES, CRYSTAL GEYSER OR EQUAL. (PRICE TO INCLUDE DEPOSIT) | $ 8.85 |
| 188) | 250 | CS | 390-91-100-200: WATER, SPRING, .5 LITER (1 PINT/.09 FL. OZ/) 24/CASE, CRYSTAL GEYSER OR EQUAL, (PRICE TO INCLUDE DEPOSIT) | $ 6.37 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 189) | 2 | CS | 393-47-214-100: ALL PURPOSE BATTER MIX 6/5 LB./CASE, GOLDEN DIPT OR EQUAL | $ NB |
| 190) | 180 | CS | 393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED | $ 30.60 |
| 191) | 15 | CS | 375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE | $ 24.23 |
| 192) | 15 | CS | 393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE | $ NB |
| 193) | 20 | CS | 393-73-000-000: SALT, TABLE, 12/26OZ/CASE | $ NB |
| 194) | 12 | EA | 393-80-600-100: CAYENNE PEPPER, ONE POUND EA | $ NB |
| 195) | 10 | EA | 393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND | $ 3.45 |
| 196) | 75 | EA | 393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER | $ NB |
| 197) | 8 | CS | 393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE | $ 49.73 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 198) | 10 | EA | 393-80-805-900: PAPRIKA, SPANISH SMOKED 1# | $ NB |
| 199) | 10 | EA | 393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND | $ NB |
| 200) | 5 | EA | 393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON | $ 9.23 |
| 201) | 2 | EA | 393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY | $ NB |
| 202) | 2 | EA | 393-52-770-100: WHEAT FLOUR, 50 #/BAGS | $ 22.43 |
| 203) | 12 | CS | 375-60-200-100: TORTILLAS, FLOUR, 12/12 6 "ROUND CASE, "EL PASO" OR EQUAL | $ NB |
| 204) | 12 | CS | 375-60-200-001: TACO SHELLS, 200/CASE 6" SIZE | $ 16.73 |
| 205) | 2 | EA | 393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR | $ NB |
| 206) | 24 | EA | 393-80-170-100: SESAME SEEDS, 1 POUND JAR | $ NB |
| 207) | 2 | CS | 393-60-560-101: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL | $ 17.40 |

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| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 208) | 6 | CS | 393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG | $ 20.43 |
| 209) | 3 | CS | 393-61-524-100: LASAGNA, OVEN READY, BARILLA ONLY, 12/9 OZ/CASE | $ NB |
| 210) | 3 | CS | 393-43-180-000: HONEY GRAHAMS, 200/2 COUNT | $ NB |
| 211) | 10 | CS | 393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS | $ 31.43 |
| 212) | 250 | CS | 393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED **RED-PACK ONLY** 6/#10/CANS/CASE | $ 35.23 |
| 213) | 2 | EA | 393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL | $ NB |
| 214) | 3 | CS | 393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE | $ NB |
| 215) | 3 | CS | 393-48-860-000: TABASCO SAUCE (12/12 OZ./CASE) TABASCO OR EQUAL | $ NB |
| 216) | 2 | CS | 393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS. | $ NB |

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** David [signature] **BIDDER** President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 217) | 5 | PAIR | 850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTRIOUS. | $ NB |
| 218) | 12 | Dz. | 240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK | $ NB |
| 219) | 180 | CS | 393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL | $ 33.90 |
| 220) | 5 | CS | 393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL | $ NB |
| 221) | 5 | CS | 393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE | $ NB |
| 222) | 5 | CS | 393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE | $ NB |
| 223) | 8 | CS | 393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL | $ NB |
| 224) | 3 | CS | 393-48-860-001: HOT SAUCE, 4/1 GALLON DURKEES, FRANKS, LOUISIANA, TRAPPEY, TEXAS PETE OR APPROVED EQUAL. WINSTON NOT ACCEPTABLE STATE BRAND Rose LEAF | $ 20.73 |
| 225) | 2 | CS | 393-46-401-001: BLUE-BERRY MUFFIN MIX, 6/5 LB GENERAL MILLS, MODERN MAID OR EQUAL | $ NB |

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**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| | | | | DL |
| 226) | 15 | CS | 393-61-525-100: PENNE PASTA, WHOLE WHEAT, 2/10 LBS/CASE/ ENRICHED, BARILLA OR EQUAL | $ 28.71 |
| 227) | 10 | CS | 393-61-520-100: WHOLE WHEAT ELBOW MACARONI 2/10 # BARILLA OR EQUAL | $ 22.43 |
| 228) | 5 | CS | 393-61-770-100: WHOLE WHEAT SPAGHETTI 2/10 #/CASE. BARIILLA OR EQUAL | $ NB |
| 229) | 20 | CS | 019-66-010-100: BROWN RICE, LONG GRAIN, 25#/ BOX, UNCLE BEN'S OR APPROVED EQUAL | DL $ 17.48 |
| 230) | 8 | CS | 019-66-010-200: QUINOA, ORGANIC GRAIN, 25/LB/CASE ROLAND OR EQUAL | $ NB |
| 231) | 125 | CS | 393-86-000-040: BEANS, CANNED, BLACK, VEGETARIAN, 6/#10 CANS/CS | $ 23.50 |

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**BIDDER SIGN HERE** _____ **BIDDER**

President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 232) | 30 | TUBS | 393-78-400-100: CHICKEN SOUP BASE WITH FAT, NO MSG, 20# /25# TUB, CUSTOM CULINARY, EMBASSY OR EQUAL, CHICKEN MUST BE FIRST INGREDIANT LISTED ON LABEL STATE BRAND AND WEIGHT | $ NB |
| 233) | 30 | TUBS | 393-78-400-200: BEEF SOUP BASE, WITH BEEF FAT, NO MSG, 20#/25# TUB, CUSTOM CULINARY, EMBASSY OR EQUAL, BEEF MUST BE THE FIRST INGREDIANT LISTED ON THE LABEL STATE BRAND AND WEIGHT | $ NB |
| 234) | 10 | CS | 393-30-000-000: GATORAID BEVERAGE, 24/20 OZ./ CASE. LEMON-LIME, ORANGE OR FRUIT PUNCH | $ NB |
| 235) | 2 | BX | 393-57-300-001: HONEY, P/C INDIVIDUAL US GRADE A, **PURE**, 9 GRAMS PK/200 COUNT KRAFT | $ NB |
| 236) | 2 | CS | 393-37-430-000: INSTANT HOT CHOCOLATE MIX. 12/2 LBS/CASE, NESTLES, SWISS MISS, GENERAL FOODS OR EQUAL | $ NB |
| 237) | 4 | BX | 393-37-431-000: HOT COCOA MIX PACKETS 6/50 EA. BOXES/CASE. PLEASE SUPPLY PRICE FOR BOX, ONLY, NOT CASE, IF AVAILABLE | NB |
| 238) | 2 | CS | 393-40-460-001: INSTANT COFFEE REGULAR, AMERICAN INSTANTS OR EQUAL, 30/6 OZ./ PACKETS/CASE | $ NB |

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

President **TITLE**

| | Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|---|
| 239) | 2 | CS | 393-40-440-100: INSTANT COFFEE DECAFFEINATED, AMERICAN INSTANTS OR EQUAL, 30/6 OZ./PACKETS/CASE | $ NB |
| 240) | 2 | CS | 393-75-540-101: OIL, SESAME, 10/56 OZ/CS PANCHI OR EQUAL | $ NB |
| 241) | 12 | EA. | 393-80-270-100: GROUND CORRIANDER, 12/1 LB. VENDOR PLEASE STATE SIZE & PACKAGING AND BRAND | $ NB |
| 242) | 10 | CS. | 393-69-547-000: GIARDINIERA, 4/1 GAL/CASE | $ NB |
| 243) | 4 | CS | 393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GAL/CASE | $ NB |
| 244) | 2 | CS | 393-86-620-300: HOT CHERRY PEPPERS, 4/1 GAL/CASE | $ NB |

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

President
**TITLE**

| Estimated Usage-6 Months | Unit | Items and Description | Unit Price |
|---|---|---|---|

**BABY FOOD-JUNIOR STAGE 3, 12/5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL**

| | | | | |
|---|---|---|---|---|
| 245) | 3 | CS | 393-31-400-990: STAGE 3 JUNIOR BABY FOOD TURKEY/VEG, HEINZ, GERBER OR EQUAL | $ NB |
| 246) | 3 | CS | 393-31-400-991: STAGE 3 JUNIOR BABY FOOD BEEF/VEG, HEINZ, GERBER OR EQUAL | $ NB |
| 247) | 2 | CS | 393-54-430-002 HOT FUDGE, 6 #10 CANS/CS | $ NB |
| 248) | 2 | CS | 385-56-891-005: SMALL WAFFLE CONES 288/CASE | $ NB |
| 249) | 2 | CS | 393-37-010-001: SPRINKLES, CHOCOLATE 10 LBS/CASE | $ NB |
| 250) | 2 | CS | 393-37-010-002: SPRINKLES, RAINBOW 10/LBS/CASE | $ NB |
| 251) | 1 | CS | 393-48-730-100: CARAMEL SAUCE, 6/LB 10 CANS CASE | $ NB |
| 252) | 30 | CS | 393-74-670-300: TUNA, WHITE ALBACORE CHUNK IN WATER 6/66.5OZ " | $ 86.90 |
| 253) | 4 | BX | 393-38-700-001 SHREDDED COCONUT 25LB BOX | $ NB |

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**BIDDER SIGN HERE** _____ **BIDDER**

President
**TITLE**

| | | | | |
|---|---|---|---|---|
| 254) | 1 | BX | 393-48-408-100 LIQUID SMOKE, 4/ONE GALLON/BOX | $ NB |
| 255) | 2 | BAGS | 375-15-760-200 PANKO BREADCRUMBS, 2/10LB BAGS/BOX | $ NB |
| 256) | 12 | CASE | 393-55-600-100 DATES 12X28OZ/CASE MEDIUM | $ NB |
| 257) | 1 | CASE | 393-82-550-000 SYRUP, MAPLE, SUGAR **FREE( DIET)** INDIVIDUAL (100/1 - 1/2oz. EA/CS) | $ NB |

THIS ARE ESTIMATES ONLY AND NOT A GUARANTEE OF PURCHASE. QUANTITIES CAN BE +/-.

**ADDITIONAL ITEMS CAN BE ADDED TO THIS CONTRACT WITH WRITTEN QUOTE AND AMENDMENT.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ President
**BIDDER** **TITLE**

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

We must receive a hard copy of the bid package, to be sent to the following address:

*Nassau County Office of Purchasing*
*1 West Street*
*Mineola, NY 11501*
*Attn: F.Rodriguez.*
*Bid No.:* 39386-06026-131

(This is also noted on the top part of the cover page.)

The bid package must be sent in a sealed envelope with the solicitation number written on the outside envelope. We recommend that you send this package early to arrive a day before the bid opening, to ensure receipt.

2) DO NOT STAPLE THE BID PACKAGE

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** /David [illegible] — **BIDDER**

President — **TITLE**

# FORMAL BID RECOMMENDATION

BID NUMBER: 39386-06026-131 OPEN: 06/02/26

TITLE: GROCERIES

DATE: 06/03/26

TO: FERNANDO RODRIGUEZ FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 06/03/26

To: Supervisor From: *Fernando Rodriguez, Buyer*

List of recommended awards in accordance with the 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.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/3/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion.

NO [X] Subject to Legislature Approval - Mivila

YES [X] Subject to Legislature Approval – H. Schrier & Co.

Director

| | BID RESULTS |
|---|---|
| Item | Bidder |
| 001 | Recommend this award be split between |
| | MIVILA OF NY AND H. SCHRIER & Co., Inc. |
| | |
| | |
| | as the lowest responsible bidder |
| | meeting specifications and bid terms for |
| | Items: |
| | |
| | MIVILA OF NY – Items #2,3,7,10,21,24,29,3032,33,34,38 |
| | 41,44,45,50,52,57,58,60,61,63,69,70,71-D,E,F,H,I,K,L, |
| | M,N,O,P,Q,74,75,76,78,79,80,81,84,85,86,88,99,100, |
| | 103,104,105,107-A,B,C,D,114,117-A,B,C,118,119,120, |
| | 121,122,124,125,126,127,130,131,132,134,135,137,139, |
| | 142,144,146,147,148,149,150,151,153,154,155, |
| | 158,162,163,164,165,166,167,174,175,176,179, |
| | 180,181,182,183,184,185,189,191,192,193,194, |
| | 196,197,198,199,201,203,205,206,208,209,210, |
| | 211,213,214,215,216,217,218,220,221,222,223, |
| | 224,225,228,230,232,233,234,235,236,237,238, |
| | 239,240,241,242,243,244,245,246,247,248,249, |
| | 250,251,252,253,254,255,256,257. |
| | |
| | H. SCHRIER & Co., Inc. – Items #1,4,5,6,8,9,11,12,13,14, |
| | 15,16,17,18,19,20,22,23,25,26,27,28,31,35,36,37, |
| | 39,40,42,43,46,47,48,49,51,53,54,55,56,59,62,64,65, |
| | 66,67,68,71-A,B,C,G,J,72,73,89,90,91,92,93,94,95 |
| | 96,97,98-A,B,101,102,106-A,B,C,D,108109,110,111 |
| | 113,115,116-A,B,123,128,129,133,136,138,140 |
| | 141,143,145,152,156,157,159,160,161,168,169,170 |
| | 171,172,173,177,178,186,187,188,190,195,200,202 |
| | 204,207,212,219,226,227,229,231, |

# FORMAL BID RECOMMENDATION - COMMENTS

DATE: JUNE 03, 2026

BID NUMBER: 39386-06026-131 OPEN: JUNE 02, 2026

TITLE: GROCERIES

COMMENT: VENDOR ELWOOD WAS DISQUALIFIED BECAUSE HIS BID WAS INCOMPLETE.

NO BIDS LINES – 77,82,83,87,112.

Line #14 – Coin Toss – TAILS WON
Witness by Maria Mangibin and Michael Kempf
1) Mivila – Heads 2) H. Schrier – Tails

Line #40 – Coin Toss – TAILS WON
Witness by Maria Mangibin and Michael Kempf
2) Mivila – Heads 2) H. Schrier – Tails

Line #44 – Coin Toss – HEADS WON
Witness by Maria Mangibin and Michael Kempf
3) Mivila – Heads 2) H. Schrier – Tails

Line #100 – Coin Toss – HEADS WON
Witness by Maria Mangibin and Michael Kempf
4) Mivila – Heads 2) H. Schrier – Tails

Line #120 – Coin Toss – HEADS WON
Witness by Maria Mangibin and Michael Kempf
5) Mivila – Heads 2) H. Schrier – Tails

Line #158 – Coin Toss – HEADS WON
Witness by Maria Mangibin and Michael Kempf
6) Mivila – Heads 2) H. Schrier – Tails

Line #179 – Coin Toss – HEADS WON
Witness by Maria Mangibin and Michael Kempf
7) Mivila – Heads 2) H. Schrier – Tails

OFFICE OF PURCHASING

**SUMMARY OF BIDS**
**OPENED: June 2, 2026 AT 11:00 A.M.**
**BID NO: 39386-06026-131**
**REQ. NO: N/A**
**TITLE: Groceries**

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY 1 | | H. Schrier & Co., Inc. 2 | | Elwood International 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK | 80 | Cs. | | | 42.74 | 3419.20 | NB | | | | | | |
| 2 | 393-65-000-000: MILK, POWDERED, WHOLE | 2 | Cs. | 175.00 | 350.00 | | | NB | | | | | | |
| 3 | 393-64-100-000: MILK, EVAPORATED | 5 | Cs. | 38.75 | 193.75 | | | NB | | | | | | |
| 4 | 393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL | 75 | Cs. | | | 37.48 | 2811.00 | NB | | | | | | |
| 5 | 393-54-730-001: PEACH HALVES, LIGHT SYRUP | 200 | Cs. | | | 29.90 | 5980.00 | NB | | | | | | |
| 6 | 393-54-750-000: PEAR HALVES, BARTLETT | 200 | Cs. | | | 29.90 | 5980.00 | NB | | | | | | |
| 7 | 393-54-780-000: PINEAPPLE CHUNKS, FANCY | 200 | Cs. | 38.60 | 7,720.00 | | | NB | | | | | | |
| 8 | 393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL | 200 | Cs. | | | 26.60 | 5320.00 | NB | | | | | | |
| 9 | 393-86-000-010: CABBAGE, RED | 10 | Cs. | | | 42.90 | 429.00 | NB | | | | | | |
| 10 | 393-86-500-010: THREE BEAN SALAD | 200 | Cs. | 36.90 | 7,380.00 | | | NB | | | | | | |
| 11 | 393-86-000-020: GARBANZO BEANS | 200 | Cs. | | | 23.70 | 4740.00 | NB | | | | | | |
| 12 | 393-86-200-000: BEETS SLICED MED. | 200 | Cs. | | | 25.28 | 5056.00 | NB | | | | | | |
| 13 | 393-86-140-000: BEANS, GREEN, SNAP, ROUND | 10 | Cs. | | | 23.40 | 234.00 | NB | | | | | | |
| 14 | 393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE | 32 | Cs. | | | 26.20 | 838.40 | NB | | | | | | |
| 15 | 393-86-190-000: BEANS, SNAP, WAX, ROUND | 10 | Cs. | | | 32.60 | 326.00 | NB | | | | | | |
| 16 | 393-86-150-000: KIDNEY BEANS | 200 | Cs. | | | 23.90 | 4780.00 | NB | | | | | | |
| 17 | 393-86-150-100: REFRIED BEANS | 5 | Cs. | | | 56.78 | 283.90 | NB | | | | | | |
| 18 | 393-86-620-001: PIMENTOS, WHOLE | 10 | Cs. | | | 33.20 | 332.00 | NB | | | | | | |
| 19 | 393-87-310-000: NAVY BEANS, DRIED | 10 | Bags | | | 26.50 | 265.00 | NB | | | | | | |
| 20 | 393-86-590-000: PEAS, SWEET, SIZE 3-6 | 20 | Cs. | | | 24.54 | 490.80 | NB | | | | | | |
| 21 | 393-87-520-000: PEAS, GREEN, SPLIT, DRIED | 5 | Bags | 19.65 | 98.25 | | | NB | | | | | | |
| 22 | 393-87-520-100: BLACKEYE PEAS | 5 | Bags | | | 35.30 | 176.50 | NB | | | | | | |
| 23 | 393-87-550-000: POTATOES, INSTANT, GRANULES | 25 | Cs. | | | 73.58 | 1839.50 | NB | | | | | | |
| 24 | 393-86-650-000: POTATOES, WHOLE, SWEET | 30 | Cs. | 24.90 | 747.00 | | | NB | | | | | | |
| 25 | 393-86-660-000: POTATOES, WHITE, WHOLE | 30 | Cs. | | | 28.48 | 854.40 | NB | | | | | | |
| 26 | 393-86-520-000: MUSHROOMS, STEMS & PIECES | 20 | Cs. | | | 45.80 | 916.00 | NB | | | | | | |
| 27 | 393-86-220-000: CARROTS, SLICES, US FANCY | 10 | Cs. | | | 23.20 | 232.00 | NB | | | | | | |
| 28 | 393-86-820-000: TOMATO PASTE, ITALIAN | 15 | Cs. | | | 38.75 | 581.25 | NB | | | | | | |
| 29 | 393-86-821-000: TOMATO PUREE | 40 | Cs. | 26.65 | 1,066.00 | | | NB | | | | | | |
| 30 | 393-86-810-000: TOMATOES, US #1 | 5 | Cs. | 26.90 | 134.50 | | | NB | | | | | | |
| 31 | 393-86-811-000: TOMATOES, CRUSHED | 40 | Cs. | | | 26.34 | 1053.60 | NB | | | | | | |
| 32 | 393-86-811-200: TOMATOES, GROUND | 75 | Cs. | 37.20 | 2,790.00 | | | NB | | | | | | |
| 33 | 393-86-811-300: TOMATOES, PLUM, ALTA CUCINA | 20 | Cs. | 37.05 | 741.00 | | | NB | | | | | | |
| 34 | 393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) | 15 | Cs. | 40.90 | 613.50 | | | NB | | | | | | |

OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY 1 | | H. Schrier & Co Inc. 2 | | Elwood International 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 35 | 393-48-310-000: TOMATO CATSUP, US FANCY | 10 | Cs. | | | 29.45 | 294.50 | NB | | | | | | |
| 36 | 393-86-730-000: SAUERKRAUT, SHREDDED | 32 | Cs. | | | 33.70 | 1078.40 | NB | | | | | | |
| 37 | 393-86-240-000: CORN, YELLOW WHOLE KERNEL | 40 | Cs. | | | 27.88 | 1115.20 | NB | | | | | | |
| 38 | 393-87-311-000: LENTILS, DRIED, FANCY | 6 | Bags | 24.50 | 147.00 | | | NB | | | | | | |
| 39 | 393-87-312-001: BARLEY, PEARL | 5 | Bags | | | 21.60 | 108.00 | NB | | | | | | |
| 40 | 393-87-311-100: PINTO BEANS, FANCY | 80 | Bags | | | 19.90 | 1592.00 | NB | | | | | | |
| 41 | 393-87-311-200: BLACK BEANS, FANCY | 5 | Bags | 26.40 | 132.00 | | | NB | | | | | | |
| 42 | 393-86-380-000: HOMINY GRITS | 15 | Cs. | | | 18.25 | 273.75 | NB | | | | | | |
| 43 | 393-60-130-001: APPLE JUICE | 2 | Cs. | | | 19.90 | 39.80 | NB | | | | | | |
| 44 | 393-48-730-000: CRANBERRY SAUCE | 2 | Cs. | 48.90 | 97.80 | | | NB | | | | | | |
| 45 | 393-60-141-001: APPLE CIDER | 2 | Cs. | 47.85 | 95.70 | | | NB | | | | | | |
| 46 | 393-60-320-001: CRANBERRY JUICE COCKTAIL | 2 | Cs. | | | 23.80 | 47.60 | NB | | | | | | |
| 47 | 393-60-450-001: GRAPE JUICE, UNSWEETENED | 2 | Cs. | | | 27.15 | 54.30 | NB | | | | | | |
| 48 | 393-60-640-000: PINEAPPLE JUICE, UNSW. | 2 | Cs. | | | 43.80 | 87.60 | NB | | | | | | |
| 49 | 393-60-560-001: LEMON JUICE | 36 | Cs. | | | 13.90 | 500.40 | NB | | | | | | |
| 50 | 393-53-850-000: ONIONS, SLICED, DEHYDRATED | 12 | Cs. | 45.85 | 550.20 | | | NB | | | | | | |
| 51 | 393-53-850-010: GARLIC, DEHYDRATED, GRANULES | 15 | Cs. | | | 43.68 | 655.20 | NB | | | | | | |
| 52 | 019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE' | 300 | Box | 30.75 | 9,225.00 | | | NB | | | | | | |
| 53 | 393-43-000-001: MATZO, REGULAR AND FOR PASSOVER | 5 | Cs. | | | 81.90 | 409.50 | NB | | | | | | |
| 54 | 393-42-250-000: CORNSTARCH | 36 | Cs. | | | 36.90 | 1328.40 | NB | | | | | | |
| 55 | 393-76-000-000: BAKING SODA | 5 | Cs. | | | 22.50 | 112.50 | NB | | | | | | |
| 56 | 393-32-150-000: BAKING POWDER | 5 | Cs. | | | 41.80 | 209.00 | NB | | | | | | |
| 57 | 393-57-300-000: HONEY, US GRADE A | 12 | Cs. | 47.85 | 574.20 | | | NB | | | | | | |
| 58 | 393-50-300-000: COLORING, CARAMEL | 8 | Gal. | 24.90 | 199.20 | | | NB | | | | | | |
| 59 | 393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE | 50 | Qt. | | | 2.15 | 107.50 | NB | | | | | | |
| 60 | 393-03-001-000: CORNFLKAKE CRUMBS | 3 | Cs. | 35.95 | 107.85 | | | NB | | | | | | |
| 61 | 393-90-310-001: YEAST, DRY, PACKED | 5 | Bags | 11.50 | 57.50 | | | NB | | | | | | |
| 62 | 393-51-770-001: FLOUR, ALL PURPOSE | 30 | Bags | | | 18.90 | 567.00 | NB | | | | | | |
| 63 | 393-46-500-000: PANCAKE MIX | 75 | Cs. | 24.70 | 1,852.50 | | | NB | | | | | | |
| 64 | 393-47-211-000: DEVILS FOOD MIX | 5 | Cs. | | | 42.90 | 214.50 | NB | | | | | | |
| 65 | 393-47-212-000: WHITE CAKE MIX | 5 | Cs. | | | 33.90 | 169.50 | NB | | | | | | |
| 66 | 393-47-213-000: BROWNIE MIX | 5 | Cs. | | | 43.90 | 219.50 | NB | | | | | | |
| 67 | 393-46-490-000: CORN MUFFIN MIX | 5 | Cs. | | | 31.90 | 159.50 | NB | | | | | | |
| 68 | 393-47-214-000: YELLOW CAKE MIX | 10 | Cs. | | | 32.90 | 329.00 | NB | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co. Inc. | | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | | |
| 69 | 393-47-215-000: POUND CAKE MIX | 5 | Cs. | 119.85 | 599.25 | | | NB | | | | | | |
| 70 | 393-46-401-000: OAT BRAN MUFFIN MIX | 5 | Cs. | 89.85 | 449.25 | | | NB | | | | | | |
| 71 A. | 393-61-770-000: SPAGHETTI | 10 | Cs. | | | 12.20 | 122.00 | NB | | | | | | |
| B. | 393-61-520-000: MACARONI, ELBOWS | 600 | Cs. | | | 12.20 | 7320.00 | NB | | | | | | |
| C. | 393-61-521-000: ZITI | 50 | Cs. | | | 12.95 | 647.50 | NB | | | | | | |
| D. | 393-61-522-000: MEDIUM SHELLS | 6 | Cs. | 23.85 | 143.10 | | | NB | | | | | | |
| E. | 393-61-523-000: RIGATONI | 5 | Cs. | 16.90 | 84.50 | | | NB | | | | | | |
| F. | 393-61-524-200: LASAGNA | 5 | Cs. | 25.85 | 129.25 | | | NB | | | | | | |
| G. | 393-61-525-000: PENNE | 5 | Cs. | | | 13.30 | 66.50 | NB | | | | | | |
| H. | 393-61-527-001: FETTUCINI | 12 | Cs. | 17.90 | 214.80 | | | NB | | | | | | |
| I. | 393-61-526-000: ROTINI | 12 | Cs. | 13.65 | 163.80 | | | NB | | | | | | |
| J. | 393-61-570-000: MEDIUM NOODLES | 20 | Cs. | | | 10.35 | 207.00 | NB | | | | | | |
| K. | 393-61-526-100: BARILLA SEMOLINA ROTINI | 20 | Cs. | 28.70 | 574.00 | | | NB | | | | | | |
| L. | 393-61-527-100: BARILLA SEMOLINA LINGUINI | 20 | Cs. | 28.70 | 574.00 | | | NB | | | | | | |
| M. | 393-61-525-300: BARILLA SEMOLINA PENNE | 20 | Cs. | 28.70 | 574.00 | | | NB | | | | | | |
| N. | 393-61-523-100: BARILLA SEMOLINA PASTA RIGATONI | 24 | Cs. | 28.70 | 688.80 | | | NB | | | | | | |
| O. | 393-61-770-200: BARILLA SEMOLINA PASTA SPAGHETTI | 20 | Cs. | 28.70 | 574.00 | | | NB | | | | | | |
| P. | 393-61-770-300: BARILLA SEMOLINA PASTA BOWTIES | 20 | Cs. | 28.70 | 574.00 | | | NB | | | | | | |
| Q. | 393-61-770-400: BARILLA SEMOLINA PASTA ELBOWS | 10 | Cs. | 28.70 | 287.00 | | | NB | | | | | | |
| 72 | 393-36-530-001: ROLLED OATS | 75 | Cs. | | | 19.90 | 1492.50 | NB | | | | | | |
| 73 | 393-36-660-000: CREAM OF RICE | 5 | Cs. | | | 28.90 | 144.50 | NB | | | | | | |
| 74 | 393-35-310-000: CORNFLAKES | 6 | Cs. | 42.90 | 257.40 | | | NB | | | | | | |
| 75 | 393-35-010-001: SPECIAL K | 10 | Cs. | 47.25 | 472.50 | | | NB | | | | | | |
| 76 | 393-35-320-000: CORN POPS | 10 | Cs. | 45.90 | 459.00 | | | NB | | | | | | |
| 77 | 393-35-360-001: CAPTAIN CRUNCH CEREAL | 10 | Cs. | | | | | NB | | | | | | |
| 78 | 393-35-330-000: "FROSTED FLAKES | 10 | Cs. | 44.60 | 446.00 | | | NB | | | | | | |
| 79 | 393-35-650-000: RICE KRISPIES | 10 | Cs. | 42.90 | 429.00 | | | NB | | | | | | |
| 80 | 393-35-230-000: RAISIN BRAN | 10 | Cs. | 44.60 | 446.00 | | | NB | | | | | | |
| 81 | 393-35-370-000: WHEATIES | 10 | Cs. | 47.85 | 478.50 | | | NB | | | | | | |
| 82 | 393-35-520-000: CHEERIOS | 10 | Cs. | | | | | NB | | | | | | |
| 83 | 393-35-420-005: COCOA KRISPIES | 10 | Cs. | | | | | NB | | | | | | |
| 84 | 393-35-234-000: BRAN FLAKES | 10 | Cs. | 47.75 | 477.50 | | | NB | | | | | | |
| 85 | 393-35-660-001: CRISPIX | 10 | Cs. | 47.75 | 477.50 | | | NB | | | | | | |
| 86 | 393-35-400-000: GRANOLA | 10 | Cs. | 54.90 | 549.00 | | | NB | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co. Inc. | | Elwood International | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 87 | 393-35-410-000: HONEY NUT CHEERIOS | 10 | Cs. | | | | | NB | | | | | | |
| 88 | 393-35-912-000: FROSTED MINI WHEATS | 10 | Cs. | 47.85 | 478.50 | | | NB | | | | | | |
| 89 | 393-35-234-003: COMPLETE ALL BRAND FLAKES | 430 | Cs. | | | 28.90 | 12427.00 | NB | | | | | | |
| 90 | 393-35-310-004: CORN FLAKES, KELLOGGS | 430 | Cs. | | | 28.90 | 12427.00 | NB | | | | | | |
| 91 | 393-81-130-000: SUGAR, BROWN, DARK | 10 | Cs. | | | 36.35 | 363.50 | NB | | | | | | |
| 92 | 393-81-131-000: SUGAR BROWN, LIGHT | 5 | Cs. | | | 36.35 | 181.75 | NB | | | | | | |
| 93 | 393-81-000-000: SUGER, CONFECTIONERY | 10 | Cs. | | | 36.35 | 363.50 | NB | | | | | | |
| 94 | 393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. | 5 | Cs. | | | 8.95 | 44.75 | NB | | | | | | |
| 95 | 393-82-551-000: SYRUP, MAPLE, TABLE, PACKED | 200 | Cs. | | | 29.90 | 5980.00 | NB | | | | | | |
| 96 | 393-82-552-001: SYRUP, 10% MAPLE, TABLE | 60 | Cs. | | | 34.70 | 2082.00 | NB | | | | | | |
| 97 | 393-82-500-000: MOLASSES | 3 | Cs. | | | 68.90 | 206.70 | NB | | | | | | |
| 98 A. | 393-81-630-000: GRANULATED SUGAR | 100 | Bags | | | 33.25 | 3325.00 | NB | | | | | | |
| B. | 393-81-632-000: SUGAR PACKETS, IND. | 2 | Cs. | | | 11.50 | 23.00 | NB | | | | | | |
| 99 | 393-81-740-001: SUGAR SUBSTITUTE | 2 | Cs. | 21.90 | 43.80 | | | NB | | | | | | |
| 100 | 393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY | 5 | Cs. | 31.90 | 159.50 | | | NB | | | | | | |
| 101 | 393-59-430-001: GRAPE JELLY, PURE FRUIT | 5 | Cs. | | | 50.90 | 254.50 | NB | | | | | | |
| 102 | 393-59-410-000: GRAPE JELLY, IND. | 12 | Cs. | | | 9.90 | 118.80 | NB | | | | | | |
| 103 | 393-59-420-000: STRAWBERRY JELLY, IND. | 12 | Cs. | 15.95 | 191.40 | | | NB | | | | | | |
| 104 | 393-59-430-002: ORANGE MARMALADE | 2 | Cs. | 129.90 | 259.80 | | | NB | | | | | | |
| 105 | 393-78-200-000: CHICKEN BROTH, CLEAR | 5 | Cs. | 43.90 | 219.50 | | | NB | | | | | | |
| 106 A. | 393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT) | 30 | Cs. | | | 23.90 | 717.00 | NB | | | | | | |
| B. | 393-78-400-090: CHICKEN SOUP BASE MIX (WITH CHICKEN FAT) | 30 | Cs. | | | 22.90 | 687.00 | NB | | | | | | |
| C. | 393-78-400-085: ONION SOUP BASE, DEHYDRATED, CONCENTRATE | 3 | Cs. | | | 33.70 | 101.10 | NB | | | | | | |
| D. | 393-78-400-075: MUSHROOM SOUP BASE DEHYDRATED | 3 | Cs. | | | 68.90 | 206.70 | NB | | | | | | |
| 107 A. | 393-46-420-000: CHERRY DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 91.70 | | | NB | | | | | | |
| B. | 393-46-421-000: LEMON DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 91.70 | | | NB | | | | | | |
| C. | 393-46-422-000: LIME DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 91.70 | | | NB | | | | | | |
| D. | 393-46-425-000: STRAWBERRY | 2 | Cs. | 45.85 | 91.70 | | | NB | | | | | | |
| 108 | 393-31-401-000: BANANAS (STRAINED) | 3 | Cs. | | | 17.40 | 52.20 | NB | | | | | | |
| 109 | 393-31-401-020: PEACHES (STRAINED) | 3 | Cs. | | | 17.40 | 52.20 | NB | | | | | | |
| 110 | 393-31-860-100: GREEN BEANS (STRAINED) | 3 | Cs. | | | 17.40 | 52.20 | NB | | | | | | |
| 111 | 393-31-860-000: CARROTS (STRAINED) | 3 | Cs. | | | 17.40 | 52.20 | NB | | | | | | |
| 112 | 393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE | 5 | Cs. | | | | | | | | | | | |
| 113 | 393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL | 10 | Cs. | | | 47.90 | 479.00 | NB | | | | | | |

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| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co. Inc. | | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | | |
| 114 | 393-74-250-000: CLAMS, MINCED | 10 | Cs. | 104.75 | 1,047.50 | | | NB | | | | | | |
| 115 | 393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED | 100 | Cs. | | | 17.90 | 1790.00 | NB | | | | | | |
| 116 A. | 393-48-720-000: BARBECUE SAUCE | 15 | Cs. | | | 50.40 | 756.00 | NB | | | | | | |
| B. | 393-48-720-100: BARBECUE SAUCE | 60 | Pail | | | 52.65 | 3159.00 | NB | | | | | | |
| 117 A. | 380-33-270-000: VANILLA PUDDINGS | 2 | Cs. | 32.50 | 65.00 | | | NB | | | | | | |
| B. | 380-33-270-100: CHOCOLATE PUDDINGS | 2 | Cs. | 32.50 | 65.00 | | | NB | | | | | | |
| C. | 380-33-270-200: BUTTERSCOTCH PUDDINGS | 2 | Cs. | 32.50 | 65.00 | | | NB | | | | | | |
| 118 | 380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED | 2 | Cs. | 41.90 | 83.80 | | | NB | | | | | | |
| 119 | 380-33-270-500: TAPIOCA PUDDING, PREPARED | 2 | Cs. | 39.75 | 79.50 | | | NB | | | | | | |
| 120 | 393-75-300-000: FOOD RELEASE, VEGETABLE ONLY | 20 | Cs. | 26.90 | 538.00 | | | NB | | | | | | |
| 121 | 485-18-280-000: OVEN & GRILL CLEANER | 18 | Cs. | 24.50 | 441.00 | | | NB | | | | | | |
| 122 | 652-43-000-001: HAIR NETS, BROWN, NYLON | 40 | Box | 9.40 | 376.00 | | | NB | | | | | | |
| 123 | 393-48-390-106: ITALIAN DRESSING, IND. | 200 | Cs. | | | 5.94 | 1188.00 | NB | | | | | | |
| 124 | 393-48-390-111: RANCH DRESSING | 4 | Cs. | 49.75 | 199.00 | | | NB | | | | | | |
| 125 | 393-48-390-112: CEASAR SALAD DRESSING | 4 | Cs. | 54.90 | 219.60 | | | NB | | | | | | |
| 126 | 393-48-390-107: 1000 ISLAND SALAD DRESSING | 4 | Cs. | 62.85 | 251.40 | | | NB | | | | | | |
| 127 | 393-48-390-108: BLUE CHEESE DRESSING | 6 | Cs. | 89.85 | 539.10 | | | NB | | | | | | |
| 128 | 393-48-390-109: FRENCH DRESSING | 6 | Cs. | | | 39.23 | 235.38 | NB | | | | | | |
| 129 | 393-38-390-110: ITALIAN DRESSING | 6 | Cs. | | | 38.93 | 233.58 | NB | | | | | | |
| 130 | 393-54-430-001: CRANBERRY SAUCE, IND. | 15 | Cs. | 36.95 | 554.25 | | | NB | | | | | | |
| 131 | 393-48-858-700: MUSTARD, PREPARED, IND. | 5 | Cs. | 7.20 | 36.00 | | | NB | | | | | | |
| 132 | 393-48-315-000: TOMATO KETCHUP IND. | 5 | Cs. | 15.25 | 76.25 | | | NB | | | | | | |
| 133 | 393-48-315-700: TOMATO KETCHUP 12/14 OZ/ BOTTLES | 60 | Cs. | | | 25.23 | 1513.80 | NB | | | | | | |
| 134 | 393-48-440-500: GRAVY EXTRACT | 2 | Cs. | 117.65 | 235.30 | | | NB | | | | | | |
| 135 | 393-48-480-000: HORSHRADISH, REG. | 12 | Cs. | 48.40 | 580.80 | | | NB | | | | | | |
| 136 | 393-48-858-600: MUSTARD, PREPARED, YELLOW | 12 | Cs. | | | 19.43 | 233.16 | NB | | | | | | |
| 137 | 393-69-480-000: OLIVES, BLACK | 8 | Cs. | 40.90 | 327.20 | | | NB | | | | | | |
| 138 | 393-69-480-600: OLIVES, STUFFED | 5 | Cs. | | | 51.84 | 259.20 | NB | | | | | | |
| 139 | 393-69-300-000: PEPPEROCINI PEPPERS | 5 | Cs. | 19.80 | 99.00 | | | NB | | | | | | |
| 140 | 393-86-620-100: ROASTED PEPPERS, RED | 8 | Cs. | | | 31.73 | 253.84 | NB | | | | | | |
| 141 | 393-86-620-200: JALAPENO PEPPERS, SLICED | 5 | Cs. | | | 24.73 | 123.65 | NB | | | | | | |
| 142 | 393-69-540-000: PICKLE CHIPS, KOSHER | 8 | Cs. | 27.60 | 220.80 | | | NB | | | | | | |
| 143 | 393-69-545-000: PICKLE RELISH, SWEET | 8 | Cs. | | | 29.84 | 238.72 | NB | | | | | | |
| 144 | 393-80-560-000: OREGANO | 140 | Ea. | 4.50 | 630.00 | | | NB | | | | | | |

SUMMARY OF BIDS
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| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co. Inc. | | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | | |
| 145 | 393-80-805-800: PAPRIKA | 24 | Ea. | | | 3.13 | 75.12 | NB | | | | | | |
| 146 | 393-80-600-000: PEPPER, BLACK, GROUND | 140 | Ea. | 6.36 | 890.40 | | | NB | | | | | | |
| 147 | 393-80-630-000: PEPPER, WHITE, GROUND | 10 | Ea. | 7.45 | 74.50 | | | NB | | | | | | |
| 148 | 393-80-010-000: ROSEMARY | 20 | Ea. | 6.30 | 126.00 | | | NB | | | | | | |
| 149 | 393-80-010-200: CAJUN SPICE | 40 | Ea. | 2.93 | 117.20 | | | NB | | | | | | |
| 150 | 393-80-600-700: PEPPER, JALAPINO, CRUSHED RED PEPPER | 96 | Ea. | 3.20 | 307.20 | | | NB | | | | | | |
| 151 | 393-80-260-000: CUMIN, GROUND | 96 | Ea. | 4.10 | 393.60 | | | NB | | | | | | |
| 152 | 393-80-830-000: THYME LEAF | 36 | Ea. | | | 3.97 | 142.92 | NB | | | | | | |
| 153 | 393-80-720-000: SAGE, LEAF | 6 | Ea. | 6.25 | 37.50 | | | NB | | | | | | |
| 154 | 393-80-650-000: PICKLING SPICES | 6 | Ea. | 4.30 | 25.80 | | | NB | | | | | | |
| 155 | 393-80-230-000: CHILI POWDER | 120 | Ea. | 2.90 | 348.00 | | | NB | | | | | | |
| 156 | 393-80-500-000: NUTMEG, GROUND | 5 | Ea. | | | 6.33 | 31.65 | NB | | | | | | |
| 157 | 393-80-130-000: BAY LEAVES, PURE | 5 | Ea. | | | 5.43 | 27.15 | NB | | | | | | |
| 158 | 393-80-250-000: CINNAMON, GROUND, PURE | 72 | Ea. | 3.68 | 264.96 | | | NB | | | | | | |
| 159 | 393-80-590-000: PARSLEY, FLAKES, PURE | 120 | Ea. | | | 4.13 | 495.60 | NB | | | | | | |
| 160 | 393-80-100-000: BASIL LEAVES, PURE | 120 | Ea. | | | 3.13 | 375.60 | NB | | | | | | |
| 161 | 393-80-360-000: GINGER, GROUND | 20 | Ea. | | | 3.23 | 64.60 | NB | | | | | | |
| 162 | 393-80-670-000: POULTRY SEASONING, PURE | 48 | Ea. | 2.90 | 139.20 | | | NB | | | | | | |
| 163 | 393-80-190-000: CELERY SALT | 24 | Ea. | 3.93 | 94.32 | | | NB | | | | | | |
| 164 | 393-80-470-000: MUSTARD, DRY | 24 | Ea. | 3.25 | 78.00 | | | NB | | | | | | |
| 165 | 393-80-550-000: ONION POWDER, PURE | 24 | Ea. | 3.20 | 76.80 | | | NB | | | | | | |
| 166 | 393-80-350-000: GARLIC POWDER | 24 | Ea. | 3.25 | 78.00 | | | NB | | | | | | |
| 167 | 393-80-270-000: CURRY POWDER | 20 | Ea. | 2.90 | 58.00 | | | NB | | | | | | |
| 168 | 393-88-100-000: VINEGAR, CIDER | 4 | Cs. | | | 12.93 | 51.72 | NB | | | | | | |
| 169 | 393-88-110-000: VINEGAR, WHITE | 48 | Cs. | | | 9.73 | 467.04 | NB | | | | | | |
| 170 | 393-88-111-000: VINEGAR, RED "WINE" | 6 | Cs. | | | 12.43 | 74.58 | NB | | | | | | |
| 171 | 393-88-111-100: VINEGAR, BALSALMIC | 6 | Cs. | | | 16.23 | 97.38 | NB | | | | | | |
| 172 | 393-73-000-003: SALT, TABLE | 60 | Bags | | | 5.64 | 338.40 | NB | | | | | | |
| 173 | 393-48-910-000: WORCESTERSHIRE SAUCE | 4 | Cs. | | | 16.93 | 67.72 | NB | | | | | | |
| 174 | 393-48-750-000: CHILI SAUCE | 6 | Cs. | 41.85 | 251.10 | | | NB | | | | | | |
| 175 | 393-48-860-000: HOT SAUCE | 5 | Cs. | 19.40 | 97.00 | | | NB | | | | | | |
| 176 | 393-48-761-002: SOY SAUCE | 30 | Cs. | 57.60 | 1,728.00 | | | NB | | | | | | |
| 177 | 393-48-761-101: HOISEN SAUCE | 4 | Cs. | | | 48.73 | 194.92 | NB | | | | | | |
| 178 | 393-50-460-000: VANILLA FLAVOR QUART IMMITATION | 96 | Qt. | | | 2.07 | 198.72 | NB | | | | | | |

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| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co., Inc. | | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | | |
| 179 | 393-74-672-220: GIFILTE FISH | 2 | Cs. | 77.50 | 155.00 | | | NB | | | | | | |
| 180 | 393-48-407-000: BROWN GRAVY MIX | 60 | Cs. | 43.85 | 2,631.00 | | | NB | | | | | | |
| 181 | 393-48-409-000: CHICKEN GRAVY MIX | 60 | Cs. | 54.90 | 3,294.00 | | | NB | | | | | | |
| 182 | 393-85-050-010: ICED-TEA MIX WITH LEMON & SWEETNER | 10 | Cs. | 49.85 | 498.50 | | | NB | | | | | | |
| 183 | 393-85-100-010: DECAFFEINATED TEA BAGS "BROMLEY" OR EQUAL | 1 | Cs. | 27.15 | 27.15 | | | NB | | | | | | |
| 184 | 393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED | 3 | Cs. | 26.90 | 80.70 | | | NB | | | | | | |
| 185 | 393-85-111-010: ICED TEA BAGS, NO STRING | 120 | Cs. | 10.95 | 1,314.00 | | | NB | | | | | | |
| 186 | 393-68-000-001: PEANUT BUTTER, USDA GRADE A | 6 | Cs. | | | 43.50 | 261.00 | NB | | | | | | |
| 187 | 390-91-100-400: WATER, SPRING | 12 | Cs. | | | 8.85 | 106.20 | NB | | | | | | |
| 188 | 390-91-100-200: WATER, SPRING | 250 | Cs. | | | 6.37 | 1592.50 | NB | | | | | | |
| 189 | 393-47-214-100: ALL PURPOSE BATTER MIX | 2 | Cs. | 89.85 | 179.70 | | | NB | | | | | | |
| 190 | 393-54-110-000: SLICED APPLES | 180 | Cs. | | | 30.60 | 5508.00 | NB | | | | | | |
| 191 | 375-15-760-100: BREAD CRUMBS/FLAVORED | 15 | Cs. | 23.70 | 355.50 | | | NB | | | | | | |
| 192 | 393-43-800-000: CROUTONS, SEASONED | 15 | Cs. | 35.15 | 527.25 | | | NB | | | | | | |
| 193 | 393-73-000-000: SALT, TABLE | 20 | Cs. | 18.75 | 375.00 | | | NB | | | | | | |
| 194 | 393-80-600-100: CAYENNE PEPPER | 12 | Ea. | 3.30 | 39.60 | | | NB | | | | | | |
| 195 | 393-80-600-200: LEMON PEPPER, SPICE BLEND | 10 | Ea. | | | 3.45 | 34.50 | NB | | | | | | |
| 196 | 393-80-600-300: ADOBE SEASONING, GOYA ONLY | 75 | Ea. | 5.90 | 442.50 | | | NB | | | | | | |
| 197 | 393-80-600-400: SAZON AZAFRAN SEASONING | 8 | Cs. | 49.60 | 396.80 | | | NB | | | | | | |
| 198 | 393-80-805-900: PAPRIKA, SPANISH SMOKED | 10 | Ea. | 6.95 | 69.50 | | | NB | | | | | | |
| 199 | 393-48-761-200: OYSTER SAUCE, LA CHOY | 10 | Ea. | 16.85 | 168.50 | | | NB | | | | | | |
| 200 | 393-48-761-300: DUCK SAUCE, SAUCY SUSAN | 5 | Ea. | | | 8.23 | 41.15 | NB | | | | | | |
| 201 | 393-80-010-500: OLD BAY SPICE | 2 | Ea. | 18.90 | 37.80 | | | NB | | | | | | |
| 202 | 393-52-770-100: WHEAT FLOUR | 2 | Ea. | | | 22.43 | 44.86 | NB | | | | | | |
| 203 | 375-60-200-100: TORTILLAS, FLOUR | 12 | Cs. | 29.60 | 355.20 | | | NB | | | | | | |
| 204 | 375-60-200-001: TACO SHELLS | 12 | Cs. | | | 16.73 | 200.76 | NB | | | | | | |
| 205 | 393-80-060-000: ALL SPICE, GROUND, PURE | 2 | Ea. | 9.85 | 19.70 | | | NB | | | | | | |
| 206 | 393-80-170-100: SESAME SEEDS | 24 | Ea. | 4.69 | 112.56 | | | NB | | | | | | |
| 207 | 393-60-560-101: LIME JUICE, PURE | 2 | Cs. | | | 17.40 | 34.80 | NB | | | | | | |
| 208 | 393-86-811-500: SUNDRIED TOMATOES | 6 | Cs. | 19.25 | 115.50 | | | NB | | | | | | |
| 209 | 393-61-524-100: LASAGNA, OVEN READY | 3 | Cs. | 39.85 | 119.55 | | | NB | | | | | | |
| 210 | 393-43-180-000: HONEY GRAHAMS | 3 | Cs. | 36.95 | 110.85 | | | NB | | | | | | |
| 211 | 393-86-150-200: WHITE KIDNEY BEANS | 10 | Cs. | 29.70 | 297.00 | | | NB | | | | | | |
| 212 | 393-86-811-600: TOMATOES | 250 | Cs. | | | 35.23 | 8807.50 | NB | | | | | | |

**SUMMARY OF BIDS**
**OPENED: June 2, 2026 AT 11:00 A.M.**
**BID NO: 39386-06026-131**
**REQ. NO: N/A**
**TITLE: Groceries**

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | | H. Schrier & Co., Inc. | | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | | |
| 213 | 393-62-000-000: CORN MEAL | 2 | Ea. | 17.90 | 35.80 | | | NB | | | | | | |
| 214 | 393-37-020-000: CHOCOLATE CHIPS | 3 | Cs. | 104.75 | 314.25 | | | NB | | | | | | |
| 215 | 393-48-860-000: TABASCO SAUCE | 3 | Cs. | 84.90 | 254.70 | | | NB | | | | | | |
| 216 | 393-33-184-002: COUNTRY TIME LEMONADE MIX | 2 | Cs. | 61.85 | 123.70 | | | NB | | | | | | |
| 217 | 850-50-000-000: OVEN MITTS, 17" LONG | 5 | Pair | 69.00 | 345.00 | | | NB | | | | | | |
| 218 | 240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS | 12 | Dz. | 14.90 | 178.80 | | | NB | | | | | | |
| 219 | 393-54-520-000: FRUIT COCKTAIL IN JUICE | 180 | Cs. | | | 33.90 | 6102.00 | NB | | | | | | |
| 220 | 393-78-911-000: TOMATO SOUP, CONDENSED | 5 | Cs. | 46.90 | 234.50 | | | NB | | | | | | |
| 221 | 393-43-170-000: GINGER SNAPS | 5 | Cs. | 49.85 | 249.25 | | | NB | | | | | | |
| 222 | 393-85-111-100: ICED TEA POWDER | 5 | Cs. | 49.85 | 249.25 | | | NB | | | | | | |
| 223 | 393-35-234-005: RICE CHEX, GLUTEN FREE | 8 | Cs. | 54.90 | 439.20 | | | NB | | | | | | |
| 224 | 393-48-860-001: HOT SAUCE | 3 | Cs. | 19.40 | 58.20 | | | NB | | | | | | |
| 225 | 393-46-401-001: BLUE-BERRY MUFFIN MIX | 2 | Cs. | 34.90 | 69.80 | | | NB | | | | | | |
| 226 | 393-61-525-100: PENNE PASTA, WHOLE WHEAT | 15 | Cs. | | | 28.75 | 431.25 | NB | | | | | | |
| 227 | 393-61-520-100: WHOLE WHEAT ELBOW MACARONI | 10 | Cs. | | | 22.43 | 224.30 | NB | | | | | | |
| 228 | 393-61-770-100: WHOLE WHEAT SPAGHETTI | 5 | Cs. | 32.35 | 161.75 | | | NB | | | | | | |
| 229 | 019-66-010-100: BROWN RICE, LONG GRAIN | 20 | Cs. | | | 17.48 | 349.60 | NB | | | | | | |
| 230 | 019-66-010-200: QUINOA, ORGANIC GRAIN | 8 | Cs. | 94.90 | 759.20 | | | NB | | | | | | |
| 231 | 393-86-000-040: BEANS, CANNED, BLACK | 125 | Cs. | | | 23.50 | 2937.50 | NB | | | | | | |
| 232 | 393-78-400-100: CHICKEN SOUP BASE WITH FAT | 30 | Tub | 89.85 | 2,695.50 | | | NB | | | | | | |
| 233 | 393-78-400-200: BEEF SOUP BASE, WITH BEEF FAT | 30 | Tub | 89.85 | 2,695.50 | | | NB | | | | | | |
| 234 | 393-30-000-000: GATORAID BEVERAGE | 10 | Cs. | 33.90 | 339.00 | | | NB | | | | | | |
| 235 | 393-57-300-001: HONEY, P/C INDIVIDUAL | 2 | Box | 39.85 | 79.70 | | | NB | | | | | | |
| 236 | 393-37-430-000: INSTANT HOT CHOCOLATE MIX. | 2 | Cs. | 73.90 | 147.80 | | | NB | | | | | | |
| 237 | 393-37-431-000: HOT COCOA MIX PACKETS | 4 | Box | 15.95 | 63.80 | | | NB | | | | | | |
| 238 | 393-40-460-001: INSTANT COFFEE REGULAR | 2 | Cs. | 56.90 | 113.80 | | | NB | | | | | | |
| 239 | 393-40-440-100: INSTANT COFFEE DECAFFEINATED | 2 | Cs. | 62.85 | 125.70 | | | NB | | | | | | |
| 240 | 393-75-540-101: OIL, SESAME | 2 | Cs. | 94.85 | 189.70 | | | NB | | | | | | |
| 241 | 393-80-270-100: GROUND CORRIANDER | 12 | Ea. | 5.95 | 71.40 | | | NB | | | | | | |
| 242 | 393-69-547-000: GIARDINIERA | 10 | Cs. | 29.85 | 298.50 | | | NB | | | | | | |
| 243 | 393-86-620-400: SWEET CHERRY PEPPERS | 4 | Cs. | 59.85 | 239.40 | | | NB | | | | | | |
| 244 | 393-86-620-300: HOT CHERRY PEPPERS | 2 | Cs. | 49.85 | 99.70 | | | NB | | | | | | |
| 245 | 393-31-400-990: STAGE 3 JUNIOR BABY FOOD TURKEY/VEG | 3 | Cs. | 38.95 | 116.85 | | | NB | | | | | | |
| 246 | 393-31-400-991: STAGE 3 JUNIOR BABY FOOD BEEF/VEG | 3 | Cs. | 38.95 | 116.85 | | | NB | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | | 2 H. Schrier & Co. Inc. | | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 247 | 393-54-430-002 HOT FUDGE | 2 | Cs. | 149.85 | 299.70 | | | NB | | | | | | |
| 248 | 385-56-891-005: SMALL WAFFLE CONES | 2 | Cs. | 39.85 | 79.70 | | | NB | | | | | | |
| 249 | 393-37-010-001: SPRINKLES, CHOCOLATE | 2 | Cs. | 29.90 | 59.80 | | | NB | | | | | | |
| 250 | 393-37-010-002: SPRINKLES, RAINBOW | 2 | Cs. | 29.90 | 59.80 | | | NB | | | | | | |
| 251 | 393-48-730-100: CARAMEL SAUCE | 1 | Cs. | 149.00 | 149.00 | | | NB | | | | | | |
| 252 | 393-74-670-300: TUNA, WHITE ALBACORE CHUNK IN WATER | 30 | Cs. | 83.50 | 2,505.00 | | | NB | | | | | | |
| 253 | 393-38-700-001 SHREDDED COCONUT | 4 | Box | 45.80 | 183.20 | | | NB | | | | | | |
| 254 | 393-48-408-100 LIQUID SMOKE | 1 | Box | 49.85 | 49.85 | | | NB | | | | | | |
| 255 | 375-15-760-200 PANKO BREADCRUMBS | 2 | Bags | 39.85 | 79.70 | | | NB | | | | | | |
| 256 | 393-55-600-100 DATES | 12 | Cs. | 49.75 | 597.00 | | | NB | | | | | | |
| 257 | 393-82-550-000 SYRUP, MAPLE, SUGAR FREE | 1 | Cs. | 19.85 | 19.85 | | | NB | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| PRPARED BY | | | TERMS | | 85,301.54 | | 146,171.67 | | | | | | | |

Kimberly Stanton hereby certifies that the bids listed abo
place specified therein and that the above is a correct tra
received.

Date ---------- ----------

PUBLIC BID OFFICEI

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co Inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK | 80 | Cs. | 47.85 | 42.74 | NB | | | | | | | | | |
| 2 | 393-65-000-000: MILK, POWDERED, WHOLE | 2 | Cs. | 175.00 | NB | NB | | | | | | | | | |
| 3 | 393-64-100-000: MILK, EVAPORATED | 5 | Cs. | 38.75 | 79.80 | NB | | | | | | | | | |
| 4 | 393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL | 75 | Cs. | 37.65 | 37.48 | NB | | | | | | | | | |
| 5 | 393-54-730-001: PEACH HALVES, LIGHT SYRUP | 200 | Cs. | 49.85 | 29.90 | NB | | | | | | | | | |
| 6 | 393-54-750-000: PEAR HALVES, BARTLETT | 200 | Cs. | 37.90 | 29.90 | NB | | | | | | | | | |
| 7 | 393-54-780-000: PINEAPPLE CHUNKS, FANCY | 200 | Cs. | 38.60 | 38.70 | NB | | | | | | | | | |
| 8 | 393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL | 200 | Cs. | 27.18 | 26.60 | NB | | | | | | | | | |
| 9 | 393-86-000-010: CABBAGE, RED | 10 | Cs. | 45.85 | 42.90 | NB | | | | | | | | | |
| 10 | 393-86-500-010: THREE BEAN SALAD | 200 | Cs. | 36.90 | 37.90 | NB | | | | | | | | | |
| 11 | 393-86-000-020: GARBANZO BEANS | 200 | Cs. | 23.75 | 23.70 | NB | | | | | | | | | |
| 12 | 393-86-200-000: BEETS SLICED MED. | 200 | Cs. | 25.40 | 25.28 | NB | | | | | | | | | |
| 13 | 393-86-140-000: BEANS, GREEN, SNAP, ROUND | 10 | Cs. | 25.50 | 23.40 | NB | | | | | | | | | |
| 14 | 393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE | 32 | Cs. | 26.20 | 26.20 | NB | | | | | | | | | |
| 15 | 393-86-190-000: BEANS, SNAP, WAX, ROUND | 10 | Cs. | 34.70 | 32.60 | NB | | | | | | | | | |
| 16 | 393-86-150-000: KIDNEY BEANS | 200 | Cs. | 26.05 | 23.90 | NB | | | | | | | | | |
| 17 | 393-86-150-100: REFRIED BEANS | 5 | Cs. | 59.90 | 56.78 | NB | | | | | | | | | |
| 18 | 393-86-620-001: PIMENTOS, WHOLE | 10 | Cs. | 38.95 | 33.20 | NB | | | | | | | | | |
| 19 | 393-87-310-000: NAVY BEANS, DRIED | 10 | Bags | 26.60 | 26.50 | NB | | | | | | | | | |
| 20 | 393-86-590-000: PEAS, SWEET, SIZE 3-6 | 20 | Cs. | 24.90 | 24.54 | NB | | | | | | | | | |
| 21 | 393-87-520-000: PEAS, GREEN, SPLIT, DRIED | 5 | Bags | 19.65 | 19.80 | NB | | | | | | | | | |
| 22 | 393-87-520-100: BLACKEYE PEAS | 5 | Bags | 35.35 | 35.30 | NB | | | | | | | | | |
| 23 | 393-87-550-000: POTATOES, INSTANT, GRANULES | 25 | Cs. | 99.99 | 73.58 | NB | | | | | | | | | |
| 24 | 393-86-650-000: POTATOES, WHOLE, SWEET | 30 | Cs. | 24.90 | 26.90 | NB | | | | | | | | | |
| 25 | 393-86-660-000: POTATOES, WHITE, WHOLE | 30 | Cs. | 28.50 | 28.48 | NB | | | | | | | | | |
| 26 | 393-86-520-000: MUSHROOMS, STEMS & PIECES | 20 | Cs. | 45.85 | 45.80 | NB | | | | | | | | | |
| 27 | 393-86-220-000: CARROTS, SLICES, US FANCY | 10 | Cs. | 23.95 | 23.20 | NB | | | | | | | | | |
| 28 | 393-86-820-000: TOMATO PASTE, ITALIAN | 15 | Cs. | 41.50 | 38.75 | NB | | | | | | | | | |
| 29 | 393-86-821-000: TOMATO PUREE | 40 | Cs. | 26.65 | 26.90 | NB | | | | | | | | | |
| 30 | 393-86-810-000: TOMATOES, US #1 | 5 | Cs. | 26.90 | 27.10 | NB | | | | | | | | | |
| 31 | 393-86-811-000: TOMATOES, CRUSHED | 40 | Cs. | 26.35 | 26.34 | NB | | | | | | | | | |
| 32 | 393-86-811-200: TOMATOES, GROUND | 75 | Cs. | 37.20 | 37.58 | NB | | | | | | | | | |
| 33 | 393-86-811-300: TOMATOES, PLUM, ALTA CUCINA | 20 | Cs. | 37.05 | 37.80 | NB | | | | | | | | | |
| 34 | 393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) | 15 | Cs. | 40.90 | NB | NB | | | | | | | | | |

OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | Mivilla Foods o NY | H. Schrier & C Inc. | Elwood International | | | | | | | | DETAILS OF AWARD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | TO NO. | AMOUNT |
| 35 | 393-48-310-000: TOMATO CATSUP, US FANCY | 10 | Cs. | 29.60 | 29.45 | NB | | | | | | | | | |
| 36 | 393-86-730-000: SAUERKRAUT, SHREDDED | 32 | Cs. | 35.90 | 33.70 | NB | | | | | | | | | |
| 37 | 393-86-240-000: CORN, YELLOW WHOLE KERNEL | 40 | Cs. | 27.95 | 27.88 | NB | | | | | | | | | |
| 38 | 393-87-311-000: LENTILS, DRIED, FANCY | 6 | Bags | 24.50 | 27.19 | NB | | | | | | | | | |
| 39 | 393-87-312-001: BARLEY, PEARL | 5 | Bags | 21.75 | 21.60 | NB | | | | | | | | | |
| 40 | 393-87-311-100: PINTO BEANS, FANCY | 80 | Bags | 19.90 | 19.90 | NB | | | | | | | | | |
| 41 | 393-87-311-200: BLACK BEANS, FANCY | 5 | Bags | 26.40 | 28.65 | NB | | | | | | | | | |
| 42 | 393-86-380-000: HOMINY GRITS | 15 | Cs. | 18.35 | 18.25 | NB | | | | | | | | | |
| 43 | 393-60-130-001: APPLE JUICE | 2 | Cs. | 23.90 | 19.90 | NB | | | | | | | | | |
| 44 | 393-48-730-000: CRANBERRY SAUCE | 2 | Cs. | 48.90 | 48.90 | NB | | | | | | | | | |
| 45 | 393-60-141-001: APPLE CIDER | 2 | Cs. | 47.85 | NB | NB | | | | | | | | | |
| 46 | 393-60-320-001: CRANBERRY JUICE COCKTAIL | 2 | Cs. | 27.50 | 23.80 | NB | | | | | | | | | |
| 47 | 393-60-450-001: GRAPE JUICE, UNSWEETENED | 2 | Cs. | 37.25 | 27.15 | NB | | | | | | | | | |
| 48 | 393-60-640-000: PINEAPPLE JUICE, UNSW. | 2 | Cs. | 45.90 | 43.80 | NB | | | | | | | | | |
| 49 | 393-60-560-001: LEMON JUICE | 36 | Cs. | 15.90 | 13.90 | NB | | | | | | | | | |
| 50 | 393-53-850-000: ONIONS, SLICED, DEHYDRATED | 12 | Cs. | 45.85 | NB | NB | | | | | | | | | |
| 51 | 393-53-850-010: GARLIC, DEHYDRATED, GRANULES | 15 | Cs. | 43.70 | 43.68 | NB | | | | | | | | | |
| 52 | 019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE' | 300 | Box | 30.75 | 30.90 | NB | | | | | | | | | |
| 53 | 393-43-000-001: MATZO, REGULAR AND FOR PASSOVER | 5 | Cs. | NB | 81.90 | NB | | | | | | | | | |
| 54 | 393-42-250-000: CORNSTARCH | 36 | Cs. | 37.95 | 36.90 | NB | | | | | | | | | |
| 55 | 393-76-000-000: BAKING SODA | 5 | Cs. | 22.95 | 22.50 | NB | | | | | | | | | |
| 56 | 393-32-150-000: BAKING POWDER | 5 | Cs. | 43.85 | 41.80 | NB | | | | | | | | | |
| 57 | 393-57-300-000: HONEY, US GRADE A | 12 | Cs. | 47.85 | 49.90 | NB | | | | | | | | | |
| 58 | 393-50-300-000: COLORING, CARAMEL | 8 | Gal. | 24.90 | NB | NB | | | | | | | | | |
| 59 | 393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE | 50 | Qt. | 2.20 | 2.15 | NB | | | | | | | | | |
| 60 | 393-03-001-000: CORNFLKAKE CRUMBS | 3 | Cs. | 35.95 | NB | NB | | | | | | | | | |
| 61 | 393-90-310-001: YEAST, DRY, PACKED | 5 | Bags | 11.50 | NB | NB | | | | | | | | | |
| 62 | 393-51-770-001: FLOUR, ALL PURPOSE | 30 | Bags | 24.90 | 18.90 | NB | | | | | | | | | |
| 63 | 393-46-500-000: PANCAKE MIX | 75 | Cs. | 24.70 | 25.10 | NB | | | | | | | | | |
| 64 | 393-47-211-000: DEVILS FOOD MIX | 5 | Cs. | 44.90 | 42.90 | NB | | | | | | | | | |
| 65 | 393-47-212-000: WHITE CAKE MIX | 5 | Cs. | 35.90 | 33.90 | NB | | | | | | | | | |
| 66 | 393-47-213-000: BROWNIE MIX | 5 | Cs. | 44.89 | 43.90 | NB | | | | | | | | | |
| 67 | 393-46-490-000: CORN MUFFIN MIX | 5 | Cs. | 35.90 | 31.90 | NB | | | | | | | | | |
| 68 | 393-47-214-000: YELLOW CAKE MIX | 10 | Cs. | 35.90 | 32.90 | NB | | | | | | | | | |

OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Mivila Foods c NY | H. Schrier & C Inc. | Elwood International | | | | | | | | | |
| 69 | 393-47-215-000: POUND CAKE MIX | 5 | Cs. | 119.85 | NB | NB | | | | | | | | | |
| 70 | 393-46-401-000: OAT BRAN MUFFIN MIX | 5 | Cs. | 89.85 | NB | NB | | | | | | | | | |
| 71 A. | 393-61-770-000: SPAGHETTI | 10 | Cs. | 12.40 | 12.20 | NB | | | | | | | | | |
| B. | 393-61-520-000: MACARONI, ELBOWS | 600 | Cs. | 12.40 | 12.20 | NB | | | | | | | | | |
| C. | 393-61-521-000: ZITI | 50 | Cs. | 13.10 | 12.95 | NB | | | | | | | | | |
| D. | 393-61-522-000: MEDIUM SHELLS | 6 | Cs. | 23.85 | NB | NB | | | | | | | | | |
| E. | 393-61-523-000: RIGATONI | 5 | Cs. | 16.90 | NB | NB | | | | | | | | | |
| F. | 393-61-524-200: LASAGNA | 5 | Cs. | 25.85 | NB | NB | | | | | | | | | |
| G. | 393-61-525-000: PENNE | 5 | Cs. | 13.40 | 13.30 | NB | | | | | | | | | |
| H. | 393-61-527-001: FETTUCINI | 12 | Cs. | 17.90 | NB | NB | | | | | | | | | |
| I. | 393-61-526-000: ROTINI | 12 | Cs. | 13.65 | NB | NB | | | | | | | | | |
| J. | 393-61-570-000: MEDIUM NOODLES | 20 | Cs. | 10.45 | 10.35 | NB | | | | | | | | | |
| K. | 393-61-526-100: BARILLA SEMOLINA ROTINI | 20 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| L. | 393-61-527-100: BARILLA SEMOLINA LINGUINI | 20 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| M. | 393-61-525-300: BARILLA SEMOLINA PENNE | 20 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| N. | 393-61-523-100: BARILLA SEMOLINA PASTA RIGATONI | 24 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| O. | 393-61-770-200: BARILLA SEMOLINA PASTA SPAGHETTI | 20 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| P. | 393-61-770-300: BARILLA SEMOLINA PASTA BOWTIES | 20 | Cs. | 28.70 | NB | NB | | | | | | | | | |
| Q. | 393-61-770-400: BARILLA SEMOLINA PASTA ELBOWS | 10 | Cs. | 28.70 | 28.75 | NB | | | | | | | | | |
| 72 | 393-36-530-001: ROLLED OATS | 75 | Cs. | 25.85 | 19.90 | NB | | | | | | | | | |
| 73 | 393-36-660-000: CREAM OF RICE | 5 | Cs. | 29.85 | 28.90 | NB | | | | | | | | | |
| 74 | 393-35-310-000: CORNFLAKES | 6 | Cs. | 42.90 | NB | NB | | | | | | | | | |
| 75 | 393-35-010-001: SPECIAL K | 10 | Cs. | 47.25 | NB | NB | | | | | | | | | |
| 76 | 393-35-320-000: CORN POPS | 10 | Cs. | 45.90 | NB | NB | | | | | | | | | |
| 77 | 393-35-360-001: CAPTAIN CRUNCH CEREAL | 10 | Cs. | NB | NB | NB | | | | | | | | | |
| 78 | 393-35-330-000: "FROSTED FLAKES | 10 | Cs. | 44.60 | NB | NB | | | | | | | | | |
| 79 | 393-35-650-000: RICE KRISPIES | 10 | Cs. | 42.90 | NB | NB | | | | | | | | | |
| 80 | 393-35-230-000: RAISIN BRAN | 10 | Cs. | 44.60 | NB | NB | | | | | | | | | |
| 81 | 393-35-370-000: WHEATIES | 10 | Cs. | 47.85 | NB | NB | | | | | | | | | |
| 82 | 393-35-520-000: CHEERIOS | 10 | Cs. | NB | NB | NB | | | | | | | | | |
| 83 | 393-35-420-005: COCOA KRISPIES | 10 | Cs. | NB | NB | NB | | | | | | | | | |
| 84 | 393-35-234-000: BRAN FLAKES | 10 | Cs. | 47.75 | NB | NB | | | | | | | | | |
| 85 | 393-35-660-001: CRISPIX | 10 | Cs. | 47.75 | NB | NB | | | | | | | | | |
| 86 | 393-35-400-000: GRANOLA | 10 | Cs. | 54.90 | NB | NB | | | | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
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| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co Inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 87 | 393-35-410-000: HONEY NUT CHEERIOS | 10 | Cs. | NB | NB | NB | | | | | | | | | |
| 88 | 393-35-912-000: FROSTED MINI WHEATS | 10 | Cs. | 47.85 | NB | NB | | | | | | | | | |
| 89 | 393-35-234-003: COMPLETE ALL BRAND FLAKES | 430 | Cs. | NB | 28.90 | NB | | | | | | | | | |
| 90 | 393-35-310-004: CORN FLAKES, KELLOGGS | 430 | Cs. | NB | 28.90 | NB | | | | | | | | | |
| 91 | 393-81-130-000: SUGAR, BROWN, DARK | 10 | Cs. | 36.45 | 36.35 | NB | | | | | | | | | |
| 92 | 393-81-131-000: SUGAR BROWN, LIGHT | 5 | Cs. | 36.45 | 36.35 | NB | | | | | | | | | |
| 93 | 393-81-000-000: SUGER, CONFECTIONERY | 10 | Cs. | 36.45 | 36.35 | NB | | | | | | | | | |
| 94 | 393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. | 5 | Cs. | 12.65 | 8.95 | NB | | | | | | | | | |
| 95 | 393-82-551-000: SYRUP, MAPLE, TABLE, PACKED | 200 | Cs. | 37.90 | 29.90 | NB | | | | | | | | | |
| 96 | 393-82-552-001: SYRUP, 10% MAPLE, TABLE | 60 | Cs. | 39.85 | 34.70 | NB | | | | | | | | | |
| 97 | 393-82-500-000: MOLASSES | 3 | Cs. | 74.90 | 68.90 | NB | | | | | | | | | |
| 98 A. | 393-81-630-000: GRANULATED SUGAR | 100 | Bags | 33.50 | 33.25 | NB | | | | | | | | | |
| B. | 393-81-632-000: SUGAR PACKETS, IND. | 2 | Cs. | 14.90 | 11.50 | NB | | | | | | | | | |
| 99 | 393-81-740-001: SUGAR SUBSTITUTE | 2 | Cs. | 21.90 | NB | NB | | | | | | | | | |
| 100 | 393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY | 5 | Cs. | 31.90 | 31.90 | NB | | | | | | | | | |
| 101 | 393-59-430-001: GRAPE JELLY, PURE FRUIT | 5 | Cs. | 52.90 | 50.90 | NB | | | | | | | | | |
| 102 | 393-59-410-000: GRAPE JELLY, IND. | 12 | Cs. | 12.65 | 9.90 | NB | | | | | | | | | |
| 103 | 393-59-420-000: STRAWBERRY JELLY, IND. | 12 | Cs. | 15.95 | NB | NB | | | | | | | | | |
| 104 | 393-59-430-002: ORANGE MARMALADE | 2 | Cs. | 129.90 | NB | NB | | | | | | | | | |
| 105 | 393-78-200-000: CHICKEN BROTH, CLEAR | 5 | Cs. | 43.90 | 44.95 | NB | | | | | | | | | |
| 106 A. | 393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT) | 30 | Cs. | 25.95 | 23.90 | NB | | | | | | | | | |
| B. | 393-78-400-090: CHICKEN SOUP BASE MIX (WITH CHICKEN FAT) | 30 | Cs. | 26.95 | 22.90 | NB | | | | | | | | | |
| C. | 393-78-400-085: ONION SOUP BASE, DEHYDRATED, CONCENTRATE | 3 | Cs. | 34.25 | 33.70 | NB | | | | | | | | | |
| D. | 393-78-400-075: MUSHROOM SOUP BASE DEHYDRATED | 3 | Cs. | 79.85 | 68.90 | NB | | | | | | | | | |
| 107 A. | 393-46-420-000: CHERRY DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 49.90 | NB | | | | | | | | | |
| B. | 393-46-421-000: LEMON DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 49.90 | NB | | | | | | | | | |
| C. | 393-46-422-000: LIME DESSERT POWDER, GELATIN TYPE | 2 | Cs. | 45.85 | 49.90 | NB | | | | | | | | | |
| D. | 393-46-425-000: STRAWBERRY | 2 | Cs. | 45.85 | 49.90 | NB | | | | | | | | | |
| 108 | 393-31-401-000: BANANAS (STRAINED) | 3 | Cs. | 18.90 | 17.40 | NB | | | | | | | | | |
| 109 | 393-31-401-020: PEACHES (STRAINED) | 3 | Cs. | 18.90 | 17.40 | NB | | | | | | | | | |
| 110 | 393-31-860-100: GREEN BEANS (STRAINED) | 3 | Cs. | 18.90 | 17.40 | NB | | | | | | | | | |
| 111 | 393-31-860-000: CARROTS (STRAINED) | 3 | Cs. | 18.90 | 17.40 | NB | | | | | | | | | |
| 112 | 393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE | 5 | Cs. | NB | NB | NB | | | | | | | | | |
| 113 | 393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL | 10 | Cs. | 48.30 | 47.90 | NB | | | | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co Inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 114 | 393-74-250-000: CLAMS, MINCED | 10 | Cs. | 104.75 | 105.80 | NB | | | | | | | | | |
| 115 | 393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED | 100 | Cs. | 21.95 | 17.90 | NB | | | | | | | | | |
| 116 A. | 393-48-720-000: BARBECUE SAUCE | 15 | Cs. | 54.80 | 50.40 | NB | | | | | | | | | |
| B. | 393-48-720-100: BARBECUE SAUCE | 60 | Pail | 54.80 | 52.65 | NB | | | | | | | | | |
| 117 A. | 380-33-270-000: VANILLA PUDDINGS | 2 | Cs. | 32.50 | 33.90 | NB | | | | | | | | | |
| B. | 380-33-270-100: CHOCOLATE PUDDINGS | 2 | Cs. | 32.50 | 33.90 | NB | | | | | | | | | |
| C. | 380-33-270-200: BUTTERSCOTCH PUDDINGS | 2 | Cs. | 32.50 | 33.90 | NB | | | | | | | | | |
| 118 | 380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED | 2 | Cs. | 41.90 | 44.90 | NB | | | | | | | | | |
| 119 | 380-33-270-500: TAPIOCA PUDDING, PREPARED | 2 | Cs. | 39.75 | 40.90 | NB | | | | | | | | | |
| 120 | 393-75-300-000: FOOD RELEASE, VEGETABLE ONLY | 20 | Cs. | 26.90 | 26.90 | NB | | | | | | | | | |
| 121 | 485-18-280-000: OVEN & GRILL CLEANER | 18 | Cs. | 24.50 | 24.90 | NB | | | | | | | | | |
| 122 | 652-43-000-001: HAIR NETS, BROWN, NYLON | 40 | Box | 9.40 | NB | NB | | | | | | | | | |
| 123 | 393-48-390-106: ITALIAN DRESSING, IND. | 200 | Cs. | 8.25 | 5.94 | NB | | | | | | | | | |
| 124 | 393-48-390-111: RANCH DRESSING | 4 | Cs. | 49.75 | 49.94 | NB | | | | | | | | | |
| 125 | 393-48-390-112: CEASAR SALAD DRESSING | 4 | Cs. | 54.90 | 58.74 | NB | | | | | | | | | |
| 126 | 393-48-390-107: 1000 ISLAND SALAD DRESSING | 4 | Cs. | 62.85 | NB | NB | | | | | | | | | |
| 127 | 393-48-390-108: BLUE CHEESE DRESSING | 6 | Cs. | 89.85 | NB | NB | | | | | | | | | |
| 128 | 393-48-390-109: FRENCH DRESSING | 6 | Cs. | 42.90 | 39.23 | NB | | | | | | | | | |
| 129 | 393-38-390-110: ITALIAN DRESSING | 6 | Cs. | 42.60 | 38.93 | NB | | | | | | | | | |
| 130 | 393-54-430-001: CRANBERRY SAUCE, IND. | 15 | Cs. | 36.95 | NB | NB | | | | | | | | | |
| 131 | 393-48-858-700: MUSTARD, PREPARED, IND. | 5 | Cs. | 7.20 | 7.23 | NB | | | | | | | | | |
| 132 | 393-48-315-000: TOMATO KETCHUP IND. | 5 | Cs. | 15.25 | 15.73 | NB | | | | | | | | | |
| 133 | 393-48-315-700: TOMATO KETCHUP 12/14 OZ/ BOTTLES | 60 | Cs. | 25.50 | 25.23 | NB | | | | | | | | | |
| 134 | 393-48-440-500: GRAVY EXTRACT | 2 | Cs. | 117.65 | 117.93 | NB | | | | | | | | | |
| 135 | 393-48-480-000: HORSHRADISH, REG. | 12 | Cs. | 48.40 | 48.73 | NB | | | | | | | | | |
| 136 | 393-48-858-600: MUSTARD, PREPARED, YELLOW | 12 | Cs. | 19.70 | 19.43 | NB | | | | | | | | | |
| 137 | 393-69-480-000: OLIVES, BLACK | 8 | Cs. | 40.90 | 42.93 | NB | | | | | | | | | |
| 138 | 393-69-480-600: OLIVES, STUFFED | 5 | Cs. | 57.90 | 51.84 | NB | | | | | | | | | |
| 139 | 393-69-300-000: PEPPEROCINI PEPPERS | 5 | Cs. | 19.80 | NB | NB | | | | | | | | | |
| 140 | 393-86-620-100: ROASTED PEPPERS, RED | 8 | Cs. | 33.90 | 31.73 | NB | | | | | | | | | |
| 141 | 393-86-620-200: JALAPENO PEPPERS, SLICED | 5 | Cs. | 25.90 | 24.73 | NB | | | | | | | | | |
| 142 | 393-69-540-000: PICKLE CHIPS, KOSHER | 8 | Cs. | 27.60 | 27.73 | NB | | | | | | | | | |
| 143 | 393-69-545-000: PICKLE RELISH, SWEET | 8 | Cs. | 29.90 | 29.84 | NB | | | | | | | | | |
| 144 | 393-80-560-000: OREGANO | 140 | Ea. | 4.50 | 4.73 | NB | | | | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
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TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | Mivila Foods of NY | H. Schrier & Co Inc. | Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | | | | | | | | | |
| 145 | 393-80-805-800: PAPRIKA | 24 | Ea. | 3.75 | 3.13 | NB | | | | | | | | | |
| 146 | 393-80-600-000: PEPPER, BLACK, GROUND | 140 | Ea. | 6.36 | 6.38 | NB | | | | | | | | | |
| 147 | 393-80-630-000: PEPPER, WHITE, GROUND | 10 | Ea. | 7.45 | 7.47 | NB | | | | | | | | | |
| 148 | 393-80-010-000: ROSEMARY | 20 | Ea. | 6.30 | NB | NB | | | | | | | | | |
| 149 | 393-80-010-200: CAJUN SPICE | 40 | Ea. | 2.93 | 3.23 | NB | | | | | | | | | |
| 150 | 393-80-600-700: PEPPER, JALAPINO, CRUSHED RED PEPPER | 96 | Ea. | 3.20 | 3.73 | NB | | | | | | | | | |
| 151 | 393-80-260-000: CUMIN, GROUND | 96 | Ea. | 4.10 | 4.68 | NB | | | | | | | | | |
| 152 | 393-80-830-000: THYME LEAF | 36 | Ea. | 4.85 | 3.97 | NB | | | | | | | | | |
| 153 | 393-80-720-000: SAGE, LEAF | 6 | Ea. | 6.25 | NB | NB | | | | | | | | | |
| 154 | 393-80-650-000: PICKLING SPICES | 6 | Ea. | 4.30 | NB | NB | | | | | | | | | |
| 155 | 393-80-230-000: CHILI POWDER | 120 | Ea. | 2.90 | 2.93 | NB | | | | | | | | | |
| 156 | 393-80-500-000: NUTMEG, GROUND | 5 | Ea. | 7.38 | 6.33 | NB | | | | | | | | | |
| 157 | 393-80-130-000: BAY LEAVES, PURE | 5 | Ea. | 6.70 | 5.43 | NB | | | | | | | | | |
| 158 | 393-80-250-000: CINNAMON, GROUND, PURE | 72 | Ea. | 3.68 | 3.68 | NB | | | | | | | | | |
| 159 | 393-80-590-000: PARSLEY, FLAKES, PURE | 120 | Ea. | 4.90 | 4.13 | NB | | | | | | | | | |
| 160 | 393-80-100-000: BASIL LEAVES, PURE | 120 | Ea. | 4.80 | 3.13 | NB | | | | | | | | | |
| 161 | 393-80-360-000: GINGER, GROUND | 20 | Ea. | 3.30 | 3.23 | NB | | | | | | | | | |
| 162 | 393-80-670-000: POULTRY SEASONING, PURE | 48 | Ea. | 2.90 | NB | NB | | | | | | | | | |
| 163 | 393-80-190-000: CELERY SALT | 24 | Ea. | 3.93 | NB | NB | | | | | | | | | |
| 164 | 393-80-470-000: MUSTARD, DRY | 24 | Ea. | 3.25 | NB | NB | | | | | | | | | |
| 165 | 393-80-550-000: ONION POWDER, PURE | 24 | Ea. | 3.20 | 3.33 | NB | | | | | | | | | |
| 166 | 393-80-350-000: GARLIC POWDER | 24 | Ea. | 3.25 | 3.33 | NB | | | | | | | | | |
| 167 | 393-80-270-000: CURRY POWDER | 20 | Ea. | 2.90 | 2.93 | NB | | | | | | | | | |
| 168 | 393-88-100-000: VINEGAR, CIDER | 4 | Cs. | 13.60 | 12.93 | NB | | | | | | | | | |
| 169 | 393-88-110-000: VINEGAR, WHITE | 48 | Cs. | 11.75 | 9.73 | NB | | | | | | | | | |
| 170 | 393-88-111-000: VINEGAR, RED "WINE" | 6 | Cs. | 12.90 | 12.43 | NB | | | | | | | | | |
| 171 | 393-88-111-100: VINEGAR, BALSALMIC | 6 | Cs. | 20.90 | 16.23 | NB | | | | | | | | | |
| 172 | 393-73-000-003: SALT, TABLE | 60 | Bags | 5.70 | 5.64 | NB | | | | | | | | | |
| 173 | 393-48-910-000: WORCESTERSHIRE SAUCE | 4 | Cs. | 17.90 | 16.93 | NB | | | | | | | | | |
| 174 | 393-48-750-000: CHILI SAUCE | 6 | Cs. | 41.85 | 41.93 | NB | | | | | | | | | |
| 175 | 393-48-860-000: HOT SAUCE | 5 | Cs. | 19.40 | 19.45 | NB | | | | | | | | | |
| 176 | 393-48-761-002: SOY SAUCE | 30 | Cs. | 57.60 | 58.73 | NB | | | | | | | | | |
| 177 | 393-48-761-101: HOISEN SAUCE | 4 | Cs. | 54.00 | 48.73 | NB | | | | | | | | | |
| 178 | 393-50-460-000: VANILLA FLAVOR QUART IMMITATION | 96 | Qt. | 2.11 | 2.07 | NB | | | | | | | | | |

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OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
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| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co Inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 179 | 393-74-672-220: GIFILTE FISH | 2 | Cs. | 77.50 | 77.75 | NB | | | | | | | | | |
| 180 | 393-48-407-000: BROWN GRAVY MIX | 60 | Cs. | 43.85 | NB | NB | | | | | | | | | |
| 181 | 393-48-409-000: CHICKEN GRAVY MIX | 60 | Cs. | 54.90 | NB | NB | | | | | | | | | |
| 182 | 393-85-050-010: ICED-TEA MIX WITH LEMON & SWEETNER | 10 | Cs. | 49.85 | NB | NB | | | | | | | | | |
| 183 | 393-85-100-010: DECAFFEINATED TEA BAGS "BROMLEY" OR EQUAL | 1 | Cs. | 27.15 | NB | NB | | | | | | | | | |
| 184 | 393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED | 3 | Cs. | 26.90 | NB | NB | | | | | | | | | |
| 185 | 393-85-111-010: ICED TEA BAGS, NO STRING | 120 | Cs. | 10.95 | 16.93 | NB | | | | | | | | | |
| 186 | 393-68-000-001: PEANUT BUTTER, USDA GRADE A | 6 | Cs. | 47.90 | 43.50 | NB | | | | | | | | | |
| 187 | 390-91-100-400: WATER, SPRING | 12 | Cs. | 12.65 | 8.85 | NB | | | | | | | | | |
| 188 | 390-91-100-200: WATER, SPRING | 250 | Cs. | 10.99 | 6.37 | NB | | | | | | | | | |
| 189 | 393-47-214-100: ALL PURPOSE BATTER MIX | 2 | Cs. | 89.85 | NB | NB | | | | | | | | | |
| 190 | 393-54-110-000: SLICED APPLES | 180 | Cs. | 39.75 | 30.60 | NB | | | | | | | | | |
| 191 | 375-15-760-100: BREAD CRUMBS/FLAVORED | 15 | Cs. | 23.70 | 24.23 | NB | | | | | | | | | |
| 192 | 393-43-800-000: CROUTONS, SEASONED | 15 | Cs. | 35.15 | NB | NB | | | | | | | | | |
| 193 | 393-73-000-000: SALT, TABLE | 20 | Cs. | 18.75 | NB | NB | | | | | | | | | |
| 194 | 393-80-600-100: CAYENNE PEPPER | 12 | Ea. | 3.30 | NB | NB | | | | | | | | | |
| 195 | 393-80-600-200: LEMON PEPPER, SPICE BLEND | 10 | Ea. | 3.90 | 3.45 | NB | | | | | | | | | |
| 196 | 393-80-600-300: ADOBE SEASONING, GOYA ONLY | 75 | Ea. | 5.90 | NB | NB | | | | | | | | | |
| 197 | 393-80-600-400: SAZON AZAFRAN SEASONING | 8 | Cs. | 49.60 | 49.73 | NB | | | | | | | | | |
| 198 | 393-80-805-900: PAPRIKA, SPANISH SMOKED | 10 | Ea. | 6.95 | NB | NB | | | | | | | | | |
| 199 | 393-48-761-200: OYSTER SAUCE, LA CHOY | 10 | Ea. | 16.85 | NB | NB | | | | | | | | | |
| 200 | 393-48-761-300: DUCK SAUCE, SAUCY SUSAN | 5 | Ea. | 8.90 | 8.23 | NB | | | | | | | | | |
| 201 | 393-80-010-500: OLD BAY SPICE | 2 | Ea. | 18.90 | NB | NB | | | | | | | | | |
| 202 | 393-52-770-100: WHEAT FLOUR | 2 | Ea. | 26.90 | 22.43 | NB | | | | | | | | | |
| 203 | 375-60-200-100: TORTILLAS, FLOUR | 12 | Cs. | 29.60 | NB | NB | | | | | | | | | |
| 204 | 375-60-200-001: TACO SHELLS | 12 | Cs. | 17.10 | 16.73 | NB | | | | | | | | | |
| 205 | 393-80-060-000: ALL SPICE, GROUND, PURE | 2 | Ea. | 9.85 | NB | NB | | | | | | | | | |
| 206 | 393-80-170-100: SESAME SEEDS | 24 | Ea. | 4.69 | NB | NB | | | | | | | | | |
| 207 | 393-60-560-101: LIME JUICE, PURE | 2 | Cs. | 21.90 | 17.40 | NB | | | | | | | | | |
| 208 | 393-86-811-500: SUNDRIED TOMATOES | 6 | Cs. | 19.25 | 20.43 | NB | | | | | | | | | |
| 209 | 393-61-524-100: LASAGNA, OVEN READY | 3 | Cs. | 39.85 | NB | NB | | | | | | | | | |
| 210 | 393-43-180-000: HONEY GRAHAMS | 3 | Cs. | 36.95 | NB | NB | | | | | | | | | |
| 211 | 393-86-150-200: WHITE KIDNEY BEANS | 10 | Cs. | 29.70 | 31.43 | NB | | | | | | | | | |
| 212 | 393-86-811-600: TOMATOES | 250 | Cs. | 35.25 | 35.23 | NB | | | | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
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| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 213 | 393-62-000-000: CORN MEAL | 2 | Ea. | 17.90 | NB | NB | | | | | | | | | |
| 214 | 393-37-020-000: CHOCOLATE CHIPS | 3 | Cs. | 104.75 | NB | NB | | | | | | | | | |
| 215 | 393-48-860-000: TABASCO SAUCE | 3 | Cs. | 84.90 | NB | NB | | | | | | | | | |
| 216 | 393-33-184-002: COUNTRY TIME LEMONADE MIX | 2 | Cs. | 61.85 | NB | NB | | | | | | | | | |
| 217 | 850-50-000-000: OVEN MITTS, 17" LONG | 5 | Pair | 69.00 | NB | NB | | | | | | | | | |
| 218 | 240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS | 12 | Dz. | 14.90 | NB | NB | | | | | | | | | |
| 219 | 393-54-520-000: FRUIT COCKTAIL IN JUICE | 180 | Cs. | 34.90 | 33.90 | NB | | | | | | | | | |
| 220 | 393-78-911-000: TOMATO SOUP, CONDENSED | 5 | Cs. | 46.90 | NB | NB | | | | | | | | | |
| 221 | 393-43-170-000: GINGER SNAPS | 5 | Cs. | 49.85 | NB | NB | | | | | | | | | |
| 222 | 393-85-111-100: ICED TEA POWDER | 5 | Cs. | 49.85 | NB | NB | | | | | | | | | |
| 223 | 393-35-234-005: RICE CHEX, GLUTEN FREE | 8 | Cs. | 54.90 | NB | NB | | | | | | | | | |
| 224 | 393-48-860-001: HOT SAUCE | 3 | Cs. | 19.40 | 20.73 | NB | | | | | | | | | |
| 225 | 393-46-401-001: BLUE-BERRY MUFFIN MIX | 2 | Cs. | 34.90 | NB | NB | | | | | | | | | |
| 226 | 393-61-525-100: PENNE PASTA, WHOLE WHEAT | 15 | Cs. | 33.75 | 28.75 | NB | | | | | | | | | |
| 227 | 393-61-520-100: WHOLE WHEAT ELBOW MACARONI | 10 | Cs. | 32.35 | 22.43 | NB | | | | | | | | | |
| 228 | 393-61-770-100: WHOLE WHEAT SPAGHETTI | 5 | Cs. | 32.35 | NB | NB | | | | | | | | | |
| 229 | 019-66-010-100: BROWN RICE, LONG GRAIN | 20 | Cs. | 17.90 | 17.48 | NB | | | | | | | | | |
| 230 | 019-66-010-200: QUINOA, ORGANIC GRAIN | 8 | Cs. | 94.90 | NB | NB | | | | | | | | | |
| 231 | 393-86-000-040: BEANS, CANNED, BLACK | 125 | Cs. | 23.70 | 23.50 | NB | | | | | | | | | |
| 232 | 393-78-400-100: CHICKEN SOUP BASE WITH FAT | 30 | Tub | 89.85 | NB | NB | | | | | | | | | |
| 233 | 393-78-400-200: BEEF SOUP BASE, WITH BEEF FAT | 30 | Tub | 89.85 | NB | NB | | | | | | | | | |
| 234 | 393-30-000-000: GATORAID BEVERAGE | 10 | Cs. | 33.90 | NB | NB | | | | | | | | | |
| 235 | 393-57-300-001: HONEY, P/C INDIVIDUAL | 2 | Box | 39.85 | NB | NB | | | | | | | | | |
| 236 | 393-37-430-000: INSTANT HOT CHOCOLATE MIX. | 2 | Cs. | 73.90 | NB | NB | | | | | | | | | |
| 237 | 393-37-431-000: HOT COCOA MIX PACKETS | 4 | Box | 15.95 | NB | NB | | | | | | | | | |
| 238 | 393-40-460-001: INSTANT COFFEE REGULAR | 2 | Cs. | 56.90 | NB | NB | | | | | | | | | |
| 239 | 393-40-440-100: INSTANT COFFEE DECAFFEINATED | 2 | Cs. | 62.85 | NB | NB | | | | | | | | | |
| 240 | 393-75-540-101: OIL, SESAME | 2 | Cs. | 94.85 | NB | NB | | | | | | | | | |
| 241 | 393-80-270-100: GROUND CORRIANDER | 12 | Ea. | 5.95 | NB | NB | | | | | | | | | |
| 242 | 393-69-547-000: GIARDINIERA | 10 | Cs. | 29.85 | NB | NB | | | | | | | | | |
| 243 | 393-86-620-400: SWEET CHERRY PEPPERS | 4 | Cs. | 59.85 | NB | NB | | | | | | | | | |
| 244 | 393-86-620-300: HOT CHERRY PEPPERS | 2 | Cs. | 49.85 | NB | NB | | | | | | | | | |
| 245 | 393-31-400-990: STAGE 3 JUNIOR BABY FOOD TURKEY/VEG | 3 | Cs. | 38.95 | NB | NB | | | | | | | | | |
| 246 | 393-31-400-991: STAGE 3 JUNIOR BABY FOOD BEEF/VEG | 3 | Cs. | 38.95 | NB | NB | | | | | | | | | |

SUMMARY OF BIDS
OPENED: June 2, 2026 AT 11:00 A.M.
BID NO: 39386-06026-131
REQ. NO: N/A
TITLE: Groceries

| ITEM # | ARTICLE | QTY | UNIT | 1 Mivila Foods of NY | 2 H. Schrier & Co Inc. | 3 Elwood International | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 247 | 393-54-430-002 HOT FUDGE | 2 | Cs. | 149.85 | NB | NB | | | | | | | | | |
| 248 | 385-56-891-005: SMALL WAFFLE CONES | 2 | Cs. | 39.85 | NB | NB | | | | | | | | | |
| 249 | 393-37-010-001: SPRINKLES, CHOCOLATE | 2 | Cs. | 29.90 | NB | NB | | | | | | | | | |
| 250 | 393-37-010-002: SPRINKLES, RAINBOW | 2 | Cs. | 29.90 | NB | NB | | | | | | | | | |
| 251 | 393-48-730-100: CARAMEL SAUCE | 1 | Cs. | 149.00 | NB | NB | | | | | | | | | |
| 252 | 393-74-670-300: TUNA, WHITE ALBACORE CHUNK IN WATER | 30 | Cs. | 83.50 | 86.90 | NB | | | | | | | | | |
| 253 | 393-38-700-001 SHREDDED COCONUT | 4 | Box | 45.80 | NB | NB | | | | | | | | | |
| 254 | 393-48-408-100 LIQUID SMOKE | 1 | Box | 49.85 | NB | NB | | | | | | | | | |
| 255 | 375-15-760-200 PANKO BREADCRUMBS | 2 | Bags | 39.85 | NB | NB | | | | | | | | | |
| 256 | 393-55-600-100 DATES | 12 | Cs. | 49.75 | NB | NB | | | | | | | | | |
| 257 | 393-82-550-000 SYRUP, MAPLE, SUGAR FREE | 1 | Cs. | 19.85 | NB | NB | | | | | | | | | |
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| PRPARED BY | | | TERMS | 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 6/2/26

PUBLIC BID OFFICER

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2026

**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: Tracy Miller | |
|---|---|---|
| The Hilb Group of New York, LLC dba<br>Rampart Insurance Services<br>1055 RXR Plaza<br>Uniondale NY 11556 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: tmiller@hilbgroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hartford Fire Insurance Co | 19682 |
| | INSURER B : Navigators | 42307 |
| | INSURER C : Markel Insurance Company | 38970 |
| | INSURER D : United Specialty Insurance Company | 12537 |
| | INSURER E : Fair American Insurance | 35157 |
| | INSURER F : | |

INSURED
H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn NY 11234

**COVERAGES** **CERTIFICATE NUMBER:** CL263356820 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 12UUNBV3CXK | 02/20/2026 | 02/20/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | NY26EXCZ0P3J6IV | 02/20/2026 | 02/20/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| C | Umbrella | | | MKLM1EUE101143 | 02/20/2026 | 02/20/2027 | Aggregate<br>Any One Occurrence | 5,000,000<br>5,000,000 |

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

All Coverage is subject to the policy terms, conditions, limitations and exclusions.

Certificate Holder, Nassau County, to be included as additional insured regarding the General Liability when required by written contract or agreement when executed prior to a loss.

**CERTIFICATE HOLDER**

County of Nassau Office of Purchasing
One West Street, 1st Floor
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: 01289911

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| The Hilb Group of New York, LLC dba | H. Schrier & Co. Inc. |
| 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 D: 3rd Layer Excess
Policy Number: EX-4T266119-23-NF
Effective: 2/20/2023 - 2/20/2024
Limit: $15,000,000 excess of $10,000,000

Insurer E: Stock Thru Put
Policy Number: B0180PC2309594
Effective:2/20/2023 - 2/20/2024
Transit Limit: $250,000 Each and every Loss, Any onei nland Conveyance
Deductible: $1,000


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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| Front Row Sweets | Insured Multiple Names |
| GSI Realty Company | Insured Multiple Names |
| H. Schrier & Co. Inc. | Insured Multiple Names |
| H. Schrier & Co. Inc. Profit Sharing | Insured Multiple Names |
| Irving Libertoff Inc. | Insured Multiple Names |


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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| The Hilb Group of New York, LLC dba | H. Schrier & Co. Inc. |
| 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: Notes

Umbrella
United Specialty
Policy # BTM2613770
Effective 2/20/2026 - 2/20/2027
$5,000,000 - Per Occurrence

Umbrella
2/20/2026 - 2/20/2027
Policy # CXS8000452-02
Fair American Insurance
$5,000,000



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Nassau County
Office of Purchasing

# Staff Summary A-53-2026

| | |
|---|---|
| Subject: Annual Maintenance Renewal for the AssetWorks Facility Force AIM (RQIT26000127) | Date: June 4, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: AssetWorks, Inc |
| Department Head Name: Melissa Gallucci | Contract Number: A-53-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Deanna Prendergast, Buyer |

Internal Approvals

| Date & Init. | Approval | Date & Init. | Approval |
|---|---|---|---|
| 6/16/2026 SBS | CPO | 7/2/26 | Budget |
| 6/23/26 JBS | County Atty. | 7/3/26 | County Exec. |
| 6/23/26 JBS Insurance | | | |

Material Adverse Information Identified? [Yes __/No _X_] (If Yes, attach memo.)

**Narrative**

**Purpose:** To authorize a purchase order for the Annual Maintenance Renewal for the AssetWorks Facility Force AIM. This software is used by DPW for work ticket tracking. This is a one-year term 8/1/2026-7/31/2027 for the Nassau County Information Technology Department.

**Discussion:** This is a sole source purchase, AssetWorks, Inc is the sole provider of the AssetWorks Facility Force AIM.

**Impact on Funding:** The maximum amount authorized under this purchase order shall be One Hundred Thirty-Seven Thousand Seven Hundred Ninety-Five Dollars and Fifty-Eight Cents ($137,795.58) from General Funds (ITGEN1430 DE5A5).

**Recommendation:** Department of Shared Services, Office of Purchasing, recommends awarding a purchase order to AssetWorks, Inc. as the sole source provider.

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 JUL -6 A 10:33

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-53-2026**

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

**DATE:** JUNE 4, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT ONE HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-FIVE DOLLARS AND FIFTY-EIGHT CENTS ($137,795.58) ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY TO ASSETWORKS, INC.

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

VB: gb
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 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY AND ASSETWORKS, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award 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 AssetWorks, 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:
Lynn Sons [LYNN.SONS@ASSETWORKS.COM]

Dated: 06/03/2026 07:54:48 am

Vendor: AssetWorks

Title: Compliance 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: 06/03/2026

1) Proposer's Legal Name: AssetWorks Inc

2) Address of Place of Business: 1001 Old Cassatt Road #204

City: Berwyn State/Province/ Territory: PA Zip/Postal Code: 19312

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: 828548961

5) Federal I.D. Number: 460521049

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:

Constellation Software Inc (ultimate parent)
Toronto-Dominion Centre, 66 Wellington St W Suite 5300, Toronto, ON M5K 1E6, Canada

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.

AssetWorks is a subsidiary of a publicly traded corporation on the Toronto stock exchange and all disclosures are required under Canadian Securities Law for its ultimate parent; Constellation Software Inc.

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;
12/23/2021

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.
No one person has a larger than 5% interest in the corporation.

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

1 File(s) uploaded: AssetWorks Inc is a standalone subsidiary and wholly owned by Constellation Software Inc.docx

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
253

vi) Annual revenue of firm;
48000000

vii) Summary of relevant accomplishments
AssetWorks Inc is the leading provider of enterprise asset maintenance management software solutions.

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

B. Indicate number of years in business.
45

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
AssetWorks Inc was founded in 1979 as Control Software Inc and in 2005 was purchased by Constellation Software Inc and renamed 'AssetWorks Inc.'

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 | City of New York | | |
| Contact Person | Dan Krantz | | |
| Address | One Center Street- 17th Floor | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 386-0377 | | |
| Fax # | | | |
| E-Mail Address | dkrantz@dcas.nyc.gov | | |

| | | | |
|---|---|---|---|
| Company | SEPTA | | |
| Contact Person | Justin Benante | | |
| Address | 1234 Market Street | | |
| City | Phila | State/Province/Territory | PA |
| Country | US | | |
| Telephone | (215) 580-7022 | | |
| Fax # | | | |
| E-Mail Address | jbenante@septa.org | | |

| | | | |
|---|---|---|---|
| Company | State of New Jersey | | |
| Contact Person | Jenise Steppe | | |
| Address | P.O. Box 211 | | |
| City | Trenton | State/Province/Territory | NJ |
| Country | US | | |
| Telephone | (609) 292-0795 | | |
| Fax # | | | |
| E-Mail Address | Jenise.Steppe@treas.nj.gov | | |

I, Lynn Sons , 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, Lynn Sons , 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: AssetWorks Inc

Electronically signed and certified at the date and time indicated by:
Lynn Sons LYNN.SONS@ASSETWORKS.COM

Compliance Manager
Title

06/04/2026 01:17:27 pm
Date

AssetWORKS

AssetWorks Inc is a standalone subsidiary and wholly owned by Constellation Software Inc., the ultimate parent. AssetWorks Inc does **not** have a Board of Directors but does maintain the following person as authorized signatory solely for AssetWorks Inc:

**Greg Richards,** General Manager

AssetWorks Inc
1001 Old Cassatt Road, Suite 204
Berwyn, PA 19312

Home address:

3932 Broadmoor Loop, Broomfield, CO 80023

No one person owns more than 5% of the ultimate parent; Constellation Software Inc. and the Board of Directors are as follows:

**John Billowits** (Chairman)

**Mark Miller** (President of Constellation Software)

**Jamal Baksh** (Chief Financial Officer)

**Lawrence Cunningham** (Vice Chairman)

**Claire Kennedy** (Independent Director)

**Robert Kittel** (Director)

**Donna Parr** (Independent Director)

**Andrew Pastor** (Director)

**Laurie Schultz** (Director)

**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: Greg Richards
   Date of birth: 03/30/1969
   Home address: 3932 Broadmoor Loop
   City: Broomfield State/Province/ Territory: CO Zip/Postal Code: 80023
   Country: US

   Business Address: 1001 Old Cassatt Rd, Suite 204
   City: Berwyn State/Province/ Territory: PA Zip/Postal Code: 19312
   Country US
   Telephone: 6106879202

   Other present address(es):
   City: Berwyn State/Province/ Territory: PA Zip/Postal Code: 19312
   Country: US
   Telephone: 6106879202

   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: General Manager
   Start Date: 05/02/2012

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, Greg Richards , 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, Greg Richards , 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.

AssetWorks, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Greg Richards GREG.RICHARDS@ASSETWORKS.COM

General Manager

Title

06/09/2026 06:57:38 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: AssetWorks Inc

Address: 1001 Old Cassatt Road #204

City: Berwyn State/Province/Territory: PA Zip/Postal Code: 19312

Country: US

2. Entity's Vendor Identification Number: 460521049

3. Type of Business: Other (specify) Private corporation- 100% owned by Constellation Software Inc

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 | Greg | | | | |
| Last Name | Richards | | | | |
| MI | | Suffix | | | |
| Address | 1001 Old Cassatt Rd | | | | |
| City | Berwyn | State/Province/ Territory: | PA | Zip/Postal Code: | 19312 |
| Country | US | | | | |
| Position | Gneral Manager | | | | |

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.

AssetWorks Inc is a standalone subsidiary and 100% owned by Constellation Software Inc., its ultimate parent. Constellation Software Inc is a publicly traded corporation on the Toronto stock exchange and as such does not have a 10K. A copy of the 2025 Interim Financial Statement has been attached.

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.

AssetWorks Inc is 100% owned by Constellation Software inc, but the performance of the contract is solely the responsibility of AssetWorks 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):

(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:
Lynn Sons [LYNN.SONS@ASSETWORKS.COM]

Dated: 06/03/2026 12:16:49 pm

Title: Compliance 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.

AssetWORKS FACILITY FORCE

998 Old Eagle School Road. Suite 1215
Wayne, PA 19087-1805

# Proposal

2026-27 Renewal

**5/14/2026**

**To:** **Nassau County**
**Joseph Migliara**
Jmigliara1@nassaucountyny.gov

**From:** **AssetWorks Inc / FacilityForce Inc**
**Kevin Raasch**
kevin.raasch@facilityforce.com

**RE:** **Annual Program Support Renewal 2026-27**

| ITEM | TERM | Annual Total |
|---|---|---|
| FACILITYMAX | 8/1/26 - 7/31/27 | $65,441.78 |
| SPACE MANAGEMENT | 8/1/26 - 7/31/27 | $7,853.01 |
| GIS INTEGRATION | 8/1/26 - 7/31/27 | $5,235.34 |
| ESTIMATING | 8/1/26 - 7/31/27 | $5,235.34 |
| LEASE MANAGEMENT | 8/1/26 - 7/31/27 | $5,235.34 |
| ENERGY MANAGEMENT | 8/1/26 - 7/31/27 | $7,853.01 |
| KPI | 8/1/26 - 7/31/27 | $5,235.34 |
| AIM IQ | 8/1/26 - 7/31/27 | $21,827.56 |
| FCA / PROJECT CONTRACT | 8/1/26 - 7/31/27 | $10,498.11 |
| AUTOMATED BUSINESS ENGINE | 8/1/26 - 7/31/27 | $2,028.45 |
| SDC - EMPLOYEE INBOUND | 8/1/26 - 7/31/27 | $1,352.30 |

*This proposal is made subject to the existing Contract Agreement between the parties. Includes product updates and enhancements, unlimited phone and email support.*

**GRAND TOTAL, US$, excluding any relevant sales and use t** **$137,795.58**

***Notes***

1 All amounts stated on this Schedule exclude any sales tax, duties or other third party fees and/or taxes (where applicable). Any taxes or fees due will be calculated and specified on the invoice.
2 All payments are NON-REFUNDABLE.
3 If paying by Credit Card and/or P-Card, a 3% transaction fee will be processed along with invoice payment

I, the undersigned, intend to renew the maintenance plan described above.

**Approval Name:** _____

**Approval Signature:** _____

**Title:** _____

**Date:** _____

**Send Invoice to:** _____

**Purchase Order Required for Payment:** ***Yes*** ***No***

Please sign and return this Proposal or Purchase Order by email to amber.goswick@assetworks.com in order to renew your software support. If you have any questions regarding this proposal, or if the information listed above is incorrect, please contact Amber Goswick at amber.goswick@facilityforce.com

AssetWORKS FACILITY FORCE

1000 Central Parkway N, Suite 269
San Antonio, TX 78232

5/14/2026

To: Joseph Migliara
Department of Information Technology
Nassau County Government Department of Public Works
240 Old Country Rd Mineola, NY 11501
Email: Jmigliara1@nassauecountyny.gov
Phone: (516) 571-0676

Joseph,

AssetWorks LLC (nka AssetWorks Inc.) is the single developer and only licensed distributor of the AiM™ Suite product(s). AssetWorks
does not distribute nor make available any of our product(s) and/or training or professional/implementation services to any third party or partner for the purpose of reselling or maintaining this product. AssetWorks currently has a trademark on file with the U.S. Patent & Trademark Office for our product line(s). In addition, because the software is Intellectual property, it is protected under US Copyright laws.

To ensure that we continue to meet your needs day after day and year after year, we provide comprehensive customer support.

Our support staff includes Technical Product Analysts who have many years of experience with our customers in the implementation and systems acceptance of our solutions. We employ a sophisticated problem tracking and notification system, guaranteeing that every request for assistance is handled quickly and efficiently.
Below is a brief overview of the support services offered:

Our support package includes:

- Product Updates
- Toll-free Telephone Support
- On-line Support through E-mail and the Internet  Unlimited Technical Support Services
- Customer Support Website

Please note that any Product Updates/Upgrades/professional services are only available through AssetWorks LLC (nka AssetWorks Inc).
The terms and conditions of the original Annual Support and Maintenance Agreement remain the same.

Thank you,

Amber Goswick
Renewals Manager | AssetWorks Inc. | FacilityForce, Inc.
210-301-1774 | amber.goswick@facilityforce.com

Bruce A. Blakeman
COUNTY EXECUTIVE

Nancy Stanton-Molaro
COMMISSIONER

**DEPARTMENT OF INFORMATION TECHNOLOGY**

May 14, 2026

TO: Robert Cleary, Chief Compliance Officer
Nassau County Dept. of Shared Services

Subject: Assetworks LLC Facility Force Software renewal

Robert,

Assetworks LLC Facility Force software is used by the DPW department to track work orders and assign staff to work order requests. Additional departments can enter work orders as required. This is a software maintenance renewal for the period August 1, 2026 through July 31, 2027. This is a sole source procurement.

Please let I.T. know if anything further is needed to approve the creation of the P.O.

Thank you,
Joseph

Joseph Migliara,
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918

## Prendergast, Deanna

**From:** Do_Not_Reply@nassaucountyny.gov
**Sent:** Friday, May 22, 2026 9:28 AM
**To:** Stanton, Nancy; Prendergast, Deanna
**Cc:** Malhame, Allison; Stanton, Nancy
**Subject:** RQIT26000127 - APPROVED by Compliance

Nassau Co
Information Technol

Compliance has APPROVED the requisition below.

| | |
|---|---|
| Requistion #/Blanket Order #: | RQIT26000127 |
| Date: | 05/14/2026 |
| Delivery location: | 240 Old Country Road |
| User Department: | Information Technology |
| Description: | Annual Maintenance renewal for the AssetWorks Facility Force AIM application. Term 8/1/2026 - 7/31/2027. This software is used by DPW for work ticket tracking. |
| Estimated Cost: | $137,795.58 |

You may view this case by logging into the Requisition Application and going to the case or click here to go directly to the requisition.

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Quote ✓
Sole Source ✓
Justification ✓
approval ✓

# REQUISITION

RQIT26000127 20/MAY/2026

VENDOR:
ASSETWORKS INC
998 OLD EAGLE SCHOOL RD
SUITE 1215
WAYNE PA 19087

TEL:(610)687-9202
FAX:(610)971-9447

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
J.CARNEY/SASY SALOMON
TEL:(516)571-9923
FAX:(516)571-3918

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL | |
|---|---|---|---|---|---|---|
| | 001 920-45 | | | 1.00 EA | 137,795.5800 | 137,795.58 |

COMPUTER SOFTWARE MAINTENANCE/SUPPORT

ANNUAL SOFTWARE MAINTENANCE & SUPPORT; TERM 8/1/26 - 7/31/27
INCLUDES PRODUCT UPDATES, ENHANCEMENTS,UNLIMITED PHONE & EMAIL SUPPORT

| | |
|---|---|
| FACILITYMAX SOFTWARE | $65,441.78 |
| SPACE MANAGEMENT | $ 7,853.01 |
| GIS INTEGRATION | $ 5,235.34 |
| ESTIMATING | $ 5,235.34 |
| LEASE MANAGEMENT | $ 5,235.34 |
| ENERGY MANAGEMENT | $ 7,853.01 |
| KPI | $ 5,235.34 |
| AIM IQ | $21,827.56 |
| FCA / PROJECT CONTRACT | $10,498.11 |
| AUTOMATED BUSINESS ENGINE | $ 2,028.45 |
| SDC - EMPLOYEE INBOUND | $ 1,352.30 |
| | ========== |
| | $137,795.58 |

SEND LICENSE KEYS TO SASY SALOMON: SSALOMON@NASSAUCOUNTYNY.GOV

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FLOOR
MINEOLA, NY 11501
EMAIL TO: ITACCOUNTING@NASSAUCOUNTYNY.GOV

CONTINUED, NEXT PAGE

REQUISITION

RQIT26000127 20/MAY/2026

| VENDOR: | | REQUISITIONER: | |
|---|---|---|---|
| ASSETWORKS INC | | IT DEPARTMENT OF INFORMATION TECH | |
| 998 OLD EAGLE SCHOOL RD | | 240 OLD COUNTRY ROAD | |
| SUITE 1215 | | 6TH FLOOR | |
| WAYNE | PA 19087 | MINEOLA | NY 11501 |
| | | J.CARNEY/SASY SALOMON | |
| TEL:(610)687-9202 | | TEL:(516)571-9923 | |
| FAX:(610)971-9447 | | FAX:(516)571-3918 | |

```
`````````````````````````````````````````````````````````````````
```` * END * ```````````````````````````````
```

ESTIMATED TOTAL: 137,795.58

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)

Assetworks Inc
1001 Old Cassatt Rd
Suite 204
Berwyn,PA 19312

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

1c. Federal Employer Identification Number of Insured or Social Security Number

46-0521049

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

NassauCounty
240 Old Country Rd
Mineola, NY 11501

3a. Name of Insurance Carrier

The Prudential Insurance Company of America

3b. Policy Number of Entity Listed in Box "1a"

CG-52028-NY

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 February 21, 2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (215) 784-2883 Name and Title Vice President, Contracts

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.***



DB-120.1 (10-17)

# 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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 my 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2025

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**
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922-sndrd-GAWUP-25-26 Assetw

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : ACE American Insurance Company | 22667 |
| INSURER C : XL Specialty Insurance Company | 37885 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
CONSTELLATION SOFTWARE INC. AND
ASSETWORKS INC
1001 OLD CASSATT ROAD
BERWYN, PA 19312

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003960826-13 **REVISION NUMBER:** 4

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 | | | 9950-48-39 EUC | 09/27/2025 | 09/27/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 25,000 |
| | | | | | | | 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 | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | | | 7360-03-97 | 09/27/2025 | 09/27/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | X OWNED AUTOS ONLY X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X **UMBRELLA LIAB** X OCCUR | | | 9365-24-30 | 09/27/2025 | 09/27/2026 | EACH OCCURRENCE | $ 9,000,000 |
| | **EXCESS LIAB** CLAIMS-MADE | | | | | | AGGREGATE | $ 9,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | 71764342 | 09/27/2025 | 09/27/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | **(Mandatory in NH)** | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liability | | | US00158150EO25A | 09/27/2025 | 09/27/2026 | Limit | 10,000,000 |
| | Tech E&O & Cyber | | | | | | SIR | 2,500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Nassau County is included as additional insured (except workers compensation, Professional Liability and Errors & Omissions) where required by written contract.

**CERTIFICATE HOLDER**

NASSAU COUNTY
ATTN: OFFICE OF PURCHASING
240 OLD COUNTRY ROAD, ROOM 307
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**
**of Marsh USA LLC**

Marsh USA LLC

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN102165922
LOC #: Canada

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Marsh Canada Limited | | CONSTELLATION SOFTWARE INC. AND<br>ASSETWORKS INC<br>1001 OLD CASSATT ROAD<br>BERWYN, PA 19312 |
| 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

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKERS COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.


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The ACORD name and logo are registered marks of ACORD

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>AssetWorks Inc<br>1001 Old Cassatt Road #204<br>Berwyn, PA 19312<br>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<br>610-687-9202<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>DB578 30-3<br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>460521049 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>NassauCounty<br>240 Old Country Rd<br>Mineola, NY 11501 | 3a. Name of Insurance Carrier<br>Federal Insurance Company<br>3b. Policy Number of Entity Listed in Box "1a"<br>(21) 7176-43-42<br>3c. Policy effective period<br>09/27/2025 to 09/27/26<br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ 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: Paul Morrissette
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ September 29, 2025
(Signature)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

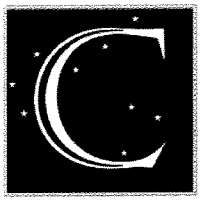
**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

# 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.



CONSTELLATION SOFTWARE INC.

Constellation Software Inc.

# INTERIM FINANCIAL REPORT

First Quarter Fiscal Year 2026

For the three month period ended
March 31, 2026
(UNAUDITED)

# CONSTELLATION SOFTWARE INC.

## MANAGEMENT'S DISCUSSION AND ANALYSIS ("MD&A")

The following discussion and analysis should be read in conjunction with the Unaudited Condensed Consolidated Interim Financial Statements for the three month period ended March 31, 2026, which we prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS). Certain information included herein is forward-looking and based upon assumptions and anticipated results that are subject to uncertainties. Should one or more of these uncertainties materialize or should the underlying assumptions prove incorrect, actual results may vary significantly from those expected. See "Forward-Looking Statements" and "Risks and Uncertainties".

Unless otherwise indicated, all dollar amounts are expressed in U.S. dollars. All references to "$" are to U.S. dollars and all references to "C$" are to Canadian dollars. Due to rounding, certain totals and subtotals may not foot and certain percentages may not reconcile.

Additional information about Constellation Software Inc. (the "Company", "Constellation" or "CSI"), including our most recently filed Annual Information Form ("AIF"), is available on SEDAR+ at www.sedarplus.ca.

### Forward Looking Statements

Certain statements in this report may contain "forward looking" statements that involve risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Company or industry to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Words such as "may", "will", "expect", "believe", "plan", "intend", "should", "anticipate" and other similar terminology are intended to identify forward looking statements. These statements reflect current assumptions and expectations regarding future events and operating performance as of the date of this MD&A May 12, 2026. Forward looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not such results will be achieved. A number of factors could cause actual results to vary significantly from the results discussed in the forward looking statements, including, but not limited to, the factors discussed under "Risks and Uncertainties". Although the forward looking statements contained in this MD&A are based upon what management of the Company believes are reasonable assumptions, the Company cannot assure investors that actual results will be consistent with these forward looking statements. These forward looking statements are made as of the date of this MD&A and the Company assumes no obligation, except as required by law, to update any forward looking statements to reflect new events or circumstances. This report should be viewed in conjunction with the Company's other publicly available filings, copies of which can be obtained electronically on SEDAR+ at www.sedarplus.ca.

### Non-IFRS Measures

This MD&A includes certain measures which have not been prepared in accordance with IFRS such as Free cash flow available to shareholders.

Free cash flow available to shareholders "FCFA2S" refers to net cash flows from operating activities less interest paid on lease obligations, interest paid on debt, debt transaction costs, payments of lease obligations, the IRGA / TSS membership liability revaluation charge, and property and equipment purchased, and includes interest and dividends received, and the proceeds from sale of interest rate caps. The portion of this amount applicable to non-controlling interests is then deducted. We believe that FCFA2S is useful supplemental information as it provides an indication of the uncommitted cash flow that is available to shareholders if we do not make any acquisitions, or investments, and do not repay any debts. While we could use the FCFA2S to pay dividends or repurchase shares, our objective is to invest all of our FCFA2S in acquisitions which meet our hurdle rate.

FCFA2S is not a recognized measure under IFRS and may not be comparable to similar financial measures disclosed by other issuers. Accordingly, readers are cautioned that FCFA2S should not be construed as an alternative to net cash flows from operating activities. See "Results of Operations —Free cash flow available to shareholders" for a reconciliation of FCFA2S to net cash flows from operating activities.

**Overview**

We acquire, manage and build vertical market software ("VMS") businesses. Generally, these businesses provide mission critical software solutions that address the specific needs of our customers in particular markets. Our focus on acquiring businesses with growth potential, managing them well and then building them, has allowed us to generate significant cash flows and revenue growth during the past several years.

Our revenue consists primarily of software license fees, maintenance and other recurring fees, professional service fees and hardware sales. Software license revenue is comprised of non-recurring license fees charged for the use of software products licensed under multiple-year or perpetual arrangements. Maintenance and other recurring revenue primarily consists of fees charged for customer support on software products post-delivery and also includes recurring fees derived from combined software/support contracts, transaction revenues, managed services associated with CSI software that has been sold to the customer, and hosted software-as-a-service products. Professional service revenue consists of fees charged for implementation services, custom programming, product training, certain managed services, and consulting. Hardware and other revenue includes the resale of third party hardware as part of customized solutions, as well as sales of hardware assembled internally and the reimbursement of travel costs. Our customers typically purchase a combination of software, maintenance, professional services and hardware, although the type, mix and quantity of each vary by customer and by product.

Expenses consist primarily of staff costs, the cost of hardware, third party licenses, maintenance and professional services to fulfill our customer arrangements, travel and occupancy costs, depreciation, and other general operating expenses.

**Preferred Share Investment in Lumine**

On February 22 and 23, 2023 (as part of a series of transactions relating to the acquisition of WideOrbit Inc. ("WideOrbit")), the Company's subsidiary, Lumine Group Inc. ("Lumine"), completed a corporate reorganization. At the beginning of the period, the Company owned 63,582,712 preferred shares ("Lumine Preferred Shares") in the capital of the Company's subsidiary, Lumine. The Lumine Preferred Shares were non-voting and under certain conditions were redeemable at the option of CSI for a redemption price of $21.74 (the "Initial Face Value") per share. The redemption price was to either be settled in cash or through the issuance of a variable number of subordinate voting shares of Lumine ("Lumine Subordinate Voting Shares") based on the terms of the Lumine Preferred Shares, or any combination thereof. The Lumine Preferred Shares were also convertible into Lumine Subordinate Voting Shares at a conversion ratio of 1:2.4302106 at any time. The Lumine Preferred Shares entitled CSI to a fixed annual cumulative dividend of 5% per annum on the Initial Face Value.

On March 25, 2024, all of the Lumine Preferred Shares were automatically converted into Lumine Subordinate Voting Shares, and additional Lumine Subordinate Voting Shares were issued in satisfaction of the amounts owing in connection with the accrued dividends on the Lumine Preferred Shares. As at March 31, 2026, CSI holds 157,553,539 Lumine Subordinate Voting Shares.

Subsequent to the conversion, CSI continues to consolidate Lumine and now reflects an equity interest of 61.40% in Lumine and a non-controlling interest of 38.60%.

**Results of Operations**

(In millions of dollars, except percentages and per share amounts)

Unaudited

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| **Revenue** | **3,181** | **2,654** | **527** | **20%** |
| Expenses | 2,420 | 2,001 | 419 | 21% |
| Amortization of intangible assets | 326 | 272 | 54 | 20% |
| Foreign exchange (gain) loss | (45) | 32 | (76) | NM |
| IRGA / TSS membership liability revaluation charge | (76) | 94 | (171) | NM |
| Finance and other expense (income) | (15) | (80) | 65 | -81% |
| Share in net (income) loss of equity investee | (10) | 0 | (10) | NM |
| Bargain purchase gain | 0 | - | 0 | NM |
| Impairment of intangible and other non-financial assets | 8 | 3 | 5 | 194% |
| Finance costs | 81 | 71 | 10 | 14% |
| Income before income taxes | 493 | 262 | 231 | 88% |
| **Income tax expense (recovery)** | | | | |
| Current income tax expense (recovery) | 172 | 137 | 34 | 25% |
| Deferred income tax expense (recovery) | (78) | (49) | (30) | 61% |
| Income tax expense (recovery) | 93 | 89 | 5 | 5% |
| **Net income (loss) attributable to:** | | | | |
| Common shareholders of CSI | 367 | 136 | 231 | 170% |
| Non-controlling interests | 33 | 38 | (5) | -12% |
| Net income (loss) (Note 1) | **400** | **174** | **227** | **131%** |
| **Net cash flows from operating activities** | **897** | **827** | **70** | **9%** |
| **Free cash flow available to shareholders** | **733** | **510** | **223** | **44%** |
| Weighted average number of shares outstanding Basic and diluted | 21.2 | 21.2 | | |
| **Net income (loss) per share** Basic and diluted | $ 17.32 | $ 6.41 | $ 10.91 | 170% |
| **Net cash flows from operating activities per share** Basic and diluted | $ 42.33 | $ 39.00 | $ 3.33 | 9% |
| **Free cash flow available to shareholders per share** Basic and diluted | $ 34.60 | $ 24.07 | $ 10.53 | 44% |
| **Cash dividends declared per share** Basic and diluted | $ 1.00 | $ 1.00 | $ - | 0% |

NM - Not meaningful

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

Note 1: The Company made an adjustment to the financial information for the three months ending March 31, 2025. This resulted in an increase in finance and other income of $35 million, an increase in current income tax expense of $2 million and an increase in net income of $34 for the three months ended March 31, 2025. The Company has recast the comparative interim period in its Q1 2026 filings. See Note 5 to the Company's Unaudited Condensed Consolidated Interim Financial Statements for the three and six months ended June 30, 2025 for additional information.

## Comparison of the first quarter ended March 31, 2026 and 2025

*Revenue:*

Total revenue for the quarter ended March 31, 2026 was $3,181 million, an increase of 20%, or $527 million, compared to $2,654 million for the comparable period in 2025. The increase is primarily attributable to growth from acquisitions as the Company experienced organic growth of 6% in the quarter, 2% after adjusting for the impact of changes in the valuation of the US dollar against most major currencies in which the Company transacts business. For acquired companies, organic growth is calculated as the difference between actual revenues achieved by each company in the financial period following acquisition compared to the estimated revenues they achieved in the corresponding financial period preceding the date of acquisition by Constellation. Organic growth is not a standardized financial measure and might not be comparable to measures disclosed by other issuers.

The following table displays the breakdown of our revenue according to revenue type:

| | Three months ended March 31, | | Period-Over-Period Change | | Q125 Proforma Adj. (Note 1) | Organic Growth |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | $ | % | $ | % |
| | ($ in millions, except percentages) | | | | | |
| Licenses | 91 | 96 | (5) | -5% | 4 | -9% |
| Professional services | 546 | 487 | 59 | 12% | 58 | 0% |
| Hardware and other | 100 | 74 | 26 | 35% | 27 | -1% |
| Maintenance and other recurring | 2,444 | 1,996 | 447 | 22% | 246 | 9% |
| | 3,181 | 2,654 | 527 | 20% | 335 | 6% |

$M - Millions of dollars

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

Note 1: Estimated pre-acquisition revenues for the three months ended March 31, 2025 from companies acquired after December 31, 2024. (Obtained from unaudited vendor financial information.)

For comparative purposes the table below shows the quarterly organic growth as compared to the same period in the prior year by revenue type since Q1 2024. Note that the estimated revenues achieved by acquired companies in the corresponding financial period preceding the date of acquisition by Constellation may be updated in the quarter following the quarter they were acquired resulting in slight variances to previously reported figures.

| | Quarter Ended | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Mar. 31 2024 | Jun. 30 2024 | Sep. 30 2024 | Dec. 31 2024 | Mar. 31 2025 | Jun. 30 2025 | Sep. 30 2025 | Dec. 31 2025 | Mar. 31 2026 |
| Licenses | -8% | -23% | -20% | -19% | -9% | -7% | 19% | -19% | -9% |
| Professional services | -1% | -2% | -6% | -4% | -6% | 0% | -1% | -1% | 0% |
| Hardware and other | -11% | -9% | -7% | 4% | 4% | 2% | -4% | 17% | -1% |
| Maintenance and other recurring | 7% | 5% | 6% | 5% | 2% | 7% | 6% | 9% | 9% |
| **Revenue** | **4%** | **2%** | **2%** | **1%** | **0%** | **5%** | **5%** | **6%** | **6%** |

The following table shows the same information adjusting for the impact of foreign exchange movements.

| | Quarter Ended | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Mar. 31 2024 | Jun. 30 2024 | Sep. 30 2024 | Dec. 31 2024 | Mar. 31 2025 | Jun. 30 2025 | Sep. 30 2025 | Dec. 31 2025 | Mar. 31 2026 |
| Licenses | -9% | -22% | -20% | -19% | -7% | -9% | 17% | -22% | -13% |
| Professional services | -2% | -2% | -7% | -3% | -4% | -2% | -3% | -5% | -5% |
| Hardware and other | -12% | -8% | -8% | 4% | 6% | 0% | -6% | 12% | -7% |
| Maintenance and other recurring | 6% | 6% | 6% | 5% | 4% | 6% | 4% | 6% | 4% |
| **Revenue** | **3%** | **3%** | **1%** | **2%** | **2%** | **4%** | **3%** | **2%** | **2%** |

*Expenses:*

The following table displays the breakdown of our expenses:

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| | ($ in millions, except percentages) | | | |
| Expenses | | | | |
| Staff | 1,687 | 1,412 | 275 | 19% |
| Hardware | 57 | 40 | 17 | 42% |
| Third party license, maintenance and professional services | 312 | 254 | 58 | 23% |
| Travel, Telecommunications, Supplies & Software and equipment | 159 | 131 | 28 | 21% |
| Professional fees | 64 | 47 | 17 | 36% |
| Other, net | 87 | 70 | 17 | 24% |
| Depreciation | 55 | 46 | 8 | 18% |
| | 2,420 | 2,001 | 419 | 21% |

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

Overall expenses for the quarter ended March 31, 2026 increased 21%, or $419 million to $2,420 million, compared to $2,001 million during the same period in 2025. As a percentage of total revenue, expenses equalled 76% for the quarter ended March 31, 2026 and 75% for the same period in 2025. The change in valuation of the US dollar against most major currencies in which the Company transacts business resulted in an approximate 5% decrease in expenses for the three months ended March 31, 2026 compared to the first quarter of 2025.

**Staff expense** – Staff expenses increased 19% or $275 million for the quarter ended March 31, 2026 over the same period in 2025. Staff expense can be broken down into five key operating departments: Professional Services, Maintenance, Research and Development, Sales and Marketing, and General and Administrative. Included within staff expenses for each of the above five departments are personnel and related costs associated with providing the necessary services. The table below compares the period over period variances.

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| | ($ in millions, except percentages) | | | |
| Professional services | 311 | 292 | 19 | 6% |
| Maintenance | 345 | 293 | 52 | 18% |
| Research and development | 459 | 389 | 71 | 18% |
| Sales and marketing | 210 | 167 | 43 | 26% |
| General and administrative | 361 | 271 | 90 | 33% |
| | 1,687 | 1,412 | 275 | 19% |

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

The increase in staff expenses for the quarter ended March 31, 2026 was primarily due to the growth in the number of employees compared to the same period in 2025 primarily due to acquisitions. Staff expenses in the first quarter of every year are typically higher as a percentage of revenue as compared to other quarters, largely attributable to increased payroll tax costs associated with our annual bonus payments that are made in the month of March.

**Hardware expenses** – Hardware expenses increased 42% or $17 million for the quarter ended March 31, 2026 over the same period in 2025, as compared to the 35% increase in hardware and other revenue for the same period. Hardware margin for the three months ended March 31, 2026 was 43% as compared to 46% for the same period in 2025.

**Third party license, maintenance and professional services expenses** – Third party license, maintenance and professional services expenses increased 23% or $58 million for the quarter ended March 31, 2026 over the same period in 2025. The increase is primarily due to third party license, maintenance and professional services expenses of acquired businesses.

**Travel, Telecommunications, Supplies & Software and equipment expenses** – Travel, Telecommunications, Supplies & Software and equipment expenses increased 21% or $28 million for the quarter ended March 31, 2026 over the same period in 2025. The increase in these expenses is primarily due to expenses incurred by acquired businesses.

**Professional fees** – Professional fees increased 36% or $17 million for the quarter ended March 31, 2026 over the same period in 2025. There are no individually material reasons contributing to this variance.

**Other, net** – Other expenses increased 24% or $17 million for the quarter ended March 31, 2026 over the same period in 2025. The following table provides a further breakdown of expenses within this category.

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| | ($ in millions, except percentages) | | | |
| Occupancy | 19 | 17 | 2 | 14% |
| Advertising and promotion | 47 | 37 | 10 | 27% |
| Recruitment and training | 11 | 10 | 2 | 16% |
| Bad debt expense | 4 | 1 | 3 | 241% |
| R&D tax credits | (14) | (10) | (3) | 32% |
| Contingent consideration | 4 | 7 | (3) | -49% |
| Other expense, net | 16 | 9 | 8 | 85% |
| | 87 | 70 | 17 | 24% |

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

The contingent consideration expense amounts recorded for the three months ended March 31, 2026 related to an increase (decrease) in anticipated acquisition earnout payment accruals primarily as a result of increases (decreases) to revenue forecasts for the associated acquisitions. Revenue forecasts are updated on a quarterly basis and the related anticipated acquisition earnout payment accruals are updated accordingly.

There are no individually material reasons contributing to the remaining variances.

**Depreciation** – Depreciation of property and equipment and right of use assets increased 18% or $8 million for the quarter ended March 31, 2026 over the same period in 2025. The increases are primarily due to the depreciation expense associated with acquired businesses.

*Other Income and Expenses:*

The following table displays the breakdown of our other income and expenses:

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| | ($ in millions, except percentages) | | | |
| Amortization of intangible assets | 326 | 272 | 54 | 20% |
| Foreign exchange (gain) loss | (45) | 32 | (76) | NM |
| IRGA / TSS membership liability revaluation charge | (76) | 94 | (171) | NM |
| Finance and other expense (income) | (15) | (80) | 65 | -81% |
| Share in net (income) loss of equity investee | (10) | 0 | (10) | NM |
| Bargain purchase gain | 0 | - | 0 | NM |
| Impairment of intangible and other non-financial assets | 8 | 3 | 5 | 194% |
| Finance costs | 81 | 71 | 10 | 14% |
| Income tax expense (recovery) | 93 | 89 | 5 | 5% |
| | 361 | 480 | (119) | -25% |

NM - Not meaningful

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

**Amortization of intangible assets** – Amortization of intangible assets increased 20% or $54 million for the quarter ended March 31, 2026 over the same period in 2025. The increase in amortization expense is primarily

attributable to an increase in the carrying amount of our intangible asset balance over the twelve-month period ended March 31, 2026 as a result of acquisitions completed during this twelve-month period.

**Foreign exchange** – Most of our businesses are organized geographically so many of our expenses are incurred in the same currency as our revenues, which mitigates some of our exposure to currency fluctuations. For the quarter ended March 31, 2026, we realized a foreign exchange gain of $45 million compared to a loss of $32 million for the same period in 2025. The following table provides a breakdown of these amounts.

| | Three months ended March 31, | | Period-Over-Period Change | |
|---|---|---|---|---|
| | 2026 | 2025 | $ | % |
| | ($ in millions, except percentages) | | | |
| Unrealized foreign exchange (gain) loss related to: | | | | |
| - revaluation of intercompany loans between entities with differing functional currencies [1] | (13) | (4) | (9) | 193% |
| - revaulation of the Company's unsecured subordinated floating rate debentures as a result of the appreciation (depreciation) of the Canadian dollar against the US dollar. | (7) | 0 | (7) | NM |
| - revaluation of the liability associated with the IRGA (Euro denominated liability) | (24) | 29 | (54) | NM |
| Remaining foreign exchange (gain) loss | (1) | 6 | (7) | NM |
| | (45) | 32 | (76) | NM |

NM - Not meaningful

Due to rounding, certain totals may not foot and certain percentages may not reconcile.

(1) Offsetting amounts recorded in other comprehensive income. Net impact to Total comprehensive income for each period is nil.

The remaining foreign exchange gains and losses per the table above are primarily related to the unrealized foreign exchange translation gains and losses of certain non-US dollar denominated working capital balances to US dollars as a result of the depreciation or appreciation of the US dollar.

**IRGA / TSS membership liability revaluation charge** – On December 23, 2014, in accordance with the terms of the purchase and sale agreement for the initial acquisition of TSS (as defined below) by CSI, and on the basis of the term sheets attached thereto, Constellation and the Joday Group, among others, entered into a Members Agreement (the "Members Agreement") pursuant to which the Joday Group acquired 33.29% of the voting interests in Constellation Software Netherlands Holding Coöperatief U.A. (which was renamed to Topicus.com Coöperatief U.A.), a subsidiary of Constellation and the indirect owner of 100% of TSS at the time of the acquisition. Total proceeds from this transaction was €39 million ($49 million).

On January 5, 2021, the Members Agreement was terminated in conjunction with the acquisition of Topicus.com B.V., the reorganization of Topicus Coop and the execution of the IRGA. The IRGA was established to create certain contractual obligations of the parties in respect of the governance of Topicus and Topicus Coop. As of March 31, 2026 the Joday Group's interest in Topicus Coop comprised 38,148,221 Topicus Coop Ordinary Units ("Topicus Coop Units") resulting in an interest of 29.38% in Topicus Coop. The IRGA provides for transfer restrictions in respect of the Topicus Coop Units. See "Liability of CSI under the terms of the IRGA" below for further details.

The valuation of the IRGA liability (previously the TSS membership liability) decreased by approximately 8% or $101 million from Q4 2025. The decrease is primarily the result of the decrease in the fair value of Topicus' investment in the equity securities of Sygnity S.A. ("Sygnity") and Asseco Poland S.A. ("Asseco") as determined

by their respective share prices at the end of each reporting period, offset by an increase related to the organic growth in Topicus' trailing twelve month maintenance and other recurring revenue and net profits. The valuation of CSI's obligations under the IRGA is also impacted by the change in the net tangible assets of Topicus (as defined under the IRGA). The table below summarizes the changes.

| **€ in millions** | **December 31, 2025** | **March 31, 2026** | **Change for the Quarter ending March 31, 2026** |
|---|---|---|---|
| Liability of CSI under the IRGA excluding equity security investments | 643 | 684 | 40 |
| Fair Value of Equity securities of Sygnity | 103 | 78 | (24) |
| Fair Value of Equity securities of Asseco | 305 | 223 | (82) |
| **Liability of CSI under the IRGA** | **1,051** | **985** | **(66)** |
| **$ in millions** | | | |
| **Liability of CSI under the IRGA** | **1,234** | **1,133** | **(76)** |

The liability recorded on the balance sheet decreased by 8% or $101 million over the three month period ended March 31, 2026 from $1,234 million to $1,133 million as a result of the revaluation charge of $76 million and a $24 million foreign exchange loss. The IRGA / TSS membership liability is denominated in Euros and the Euro depreciated 2% versus the US dollar during the three months ended March 31, 2026.

**Finance and other expense (income)** – Finance and other income for the three months ended March 31, 2026 was $15 million compared to $80 million for the same period in 2025. The following table provides a further breakdown of expenses (income) within this category.

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Interest income on cash | $ (12) | $ (11) |
| (Increase) decrease in the fair value of equity securities | (7) | (32) |
| (Increase) decrease in the fair value of derivative | 6 | (5) |
| Finance and other income | (3) | (32) |
| Finance and other expense (income) | $ (15) | $ (80) |

The increase in the fair value of equity securities for the three months ended March 31, 2025 included $35 million relating to the Company's investment in Asseco. On January 31, 2025, the Company purchased 8,300,029 shares in Asseco, representing approximately 9.99% of the issued shares in Asseco. The Asseco shares were acquired at a price of 85 PLN per share for total consideration of $174 million. At the time of initial recognition the Company made an irrevocable election to present subsequent changes in fair value in other comprehensive income ("FVOCI"). The Company designated the Asseco investment as equity securities at FVOCI because the investment in Asseco represents an investment that the Company intends to hold for the long term. At the time the Company purchased shares of Asseco, the trading price per Asseco share on the WSE was in excess of the purchase price of 85 PLN per share. The Company recorded a gain of $35 million in the statement of income (loss). On September 25, 2025, the Company received the last outstanding regulatory approval for the acquisition of

12,318,863 treasury shares representing 14.84% of Asseco's share capital and subsequent to this date, applied the equity method of accounting to the investment in Asseco.

Finance and other income for the three months ended March 31, 2025 includes a $29 million settlement payment related to the fair value of the net tangible assets acquired as part of an acquisition that closed in 2024. There are no individually material reasons contributing to the remaining variances.

**Share in net (income) loss of equity investee** – The Company owns 19,207,886 shares in Asseco representing an ownership interest of approximately 23.14%. Asseco offers comprehensive, proprietary IT solutions for certain sectors of the economy and is listed on the Polish Warsaw Stock Exchange (the "WSE"). The Company applies the equity method of accounting to its investment in Asseco as a result of its ability to exercise significant influence over Asseco. Under the equity method of accounting, the investment is initially recognized at cost and is subsequently adjusted to reflect Topicus' share of profit or loss and other comprehensive income of Asseco. The Company has elected to use "lag reporting" in relation to its investment in Asseco. The Company will record its share of profit or loss and other comprehensive income on a "three-month lag" because the concurrent financial information is impracticable to obtain from Asseco. The share of net income recorded for the three months ended March 31, 2026 was $11 million compared to nil for the same period in 2025. The investment in Asseco has been classified as a non-current asset as at March 31, 2026 within "Investments in associates". A net loss of $1 million relating to other investments in associates was recorded for the three months ended March 31, 2026 compared to nil for the same period in 2025.

**Bargain purchase gain** – A bargain purchase gain of $0.1 million was recorded in the three months ended March 31, 2026 compared to nil for the same period in 2025, relating to an acquisition made in 2026. The gain resulted from the fact that the fair value of the separately identifiable assets and liabilities acquired exceeded the total consideration paid, principally due to the acquisition of certain assets that will benefit the Company that had limited value to the sellers.

**Impairment of intangible and other non-financial assets** – An impairment expense of $8 million was recorded in the three month period ended March 31, 2026 compared to $3 million for the same period in 2025. The expenses relate to businesses that have been unable to achieve the goals established in their respective investment theses.

**Finance costs** – Finance costs for the quarter ended March 31, 2026 increased $10 million to $81 million, compared to $71 million for the same period in 2025. The following table provides a further breakdown of expenses within this category.

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Interest expense on debt and debentures | $ 64 | $ 59 |
| Interest expense on lease obligations | 4 | 4 |
| Amortization of debt related transaction costs | 2 | 1 |
| Amortization of debenture discount (premium) | (1) | (1) |
| Other finance costs | 11 | 8 |
| Finance costs | $ 81 | $ 71 |

The increase in interest expense on debt is primarily a result of an increase in the average debt outstanding in Q126 as compared to Q125.

**Income taxes** – We operate globally and we calculate our tax provision in each of the jurisdictions in which we conduct business. Our effective tax rate on a consolidated basis is, therefore, affected by the realization and

anticipated relative profitability of our operations in those various jurisdictions, as well as different tax rates that apply and our ability to utilize tax losses and other credits. For the quarter ended March 31, 2026, income tax expense increased $5 million to $93 million compared to $89 million for the same period in 2025. Current tax expense has historically approximated our cash tax rate however the quarterly expense can sometimes fall outside of the annual range due to out of period adjustments. Current tax expense reflects gross taxes before the application of R&D tax credits which are classified as part of "other, net" expenses in the statement of income (loss). The Company's consolidated effective tax rate in respect of continuing operations for the three months ended March 31, 2026 was 19% (34% for the three months ended March 31, 2025). The March 31, 2026 effective tax rate was impacted by $11 million of current tax expense relating to certain revaluation charges recorded in the Condensed Consolidated Interim Statement of Income (loss).

Constellation is subject to tax audits in the countries in which the Company carries on business globally. These tax audits could result in additional tax expense in future periods relating to historical filings. Reviews by tax authorities generally focus on, but are not limited to, the validity of the Company's inter-company transactions, including financing and transfer pricing policies which generally involve subjective areas of taxation and a significant degree of judgment. If any of these tax authorities are successful with their challenges, the Company's income tax expense may be adversely affected and Constellation could also be subject to interest and penalty charges.

*Net Income and Earnings per Share:*

Net income attributable to common shareholders of CSI for the quarter ended March 31, 2026 was $367 million compared to $136 million for the same period in 2025. On a per share basis this translated into net income per basic and diluted share of $17.32 in the quarter ended March 31, 2026 compared to $6.41 for the same period in 2025.

There was no change in the number of shares outstanding.

*Net cash flows from operating activities ("CFO")*:

For the quarter ended March 31, 2026, CFO increased $70 million to $897 million compared to $827 million for the same period in 2025 representing an increase of 9%.

*Free cash flow available to shareholders ("FCFA2S")*:

For the quarter ended March 31, 2026, FCFA2S increased $223 million to $733 million compared to $510 million for the same period in 2025 representing an increase of 44%.

The following table reconciles FCFA2S to net cash flows from operating activities:

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| | ($ in millions) | |
| **Net cash flows from operating activities** | 897 | 827 |
| **Adjusted for:** | | |
| Interest paid on lease obligations | (4) | (4) |
| Interest paid on debt | (61) | (62) |
| Debt transaction costs | (1) | (0) |
| Payments of lease obligations | (38) | (31) |
| IRGA / TSS membership liability revaluation charge | 76 | (94) |
| Property and equipment purchased | (19) | (15) |
| Interest and dividends received | 12 | 11 |
| | 863 | 632 |
| Less amount attributable to Non-controlling interests | (130) | (121) |
| Free cash flow available to shareholders | 733 | 510 |

Due to rounding, certain totals may not foot.

## Quarterly Results

| | Quarter Ended | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Mar. 31 2024 | Jun. 30 2024 | Sep. 30 2024 | Dec. 31 2024 | Mar. 31 2025 Note 1 | Jun. 30 2025 | Sep. 30 2025 | Dec. 31 2025 | Mar. 31 2026 |
| Revenue | 2,353 | 2,468 | 2,541 | 2,703 | 2,654 | 2,844 | 2,948 | 3,177 | 3,181 |
| Net income (loss) * | 105 | 177 | 164 | 285 | 136 | 56 | 210 | 110 | 367 |
| CFO | 737 | 265 | 517 | 678 | 827 | 433 | 685 | 788 | 897 |
| FCFA2S | 446 | 182 | 362 | 482 | 510 | 220 | 529 | 423 | 733 |
| Net income per share * Basic & diluted | 4.95 | 8.35 | 7.74 | 13.44 | 6.41 | 2.66 | 9.89 | 5.19 | 17.32 |
| CFO per share Basic & diluted | 34.76 | 12.51 | 24.37 | 31.99 | 39.00 | 20.44 | 32.31 | 37.19 | 42.33 |
| FCFA2S per share Basic & diluted | 21.04 | 8.61 | 17.06 | 22.76 | 24.09 | 10.37 | 24.96 | 19.97 | 34.60 |

* Attributable to common shareholders of CSI

Note 1: The Company made an adjustment to the financial information for the three months ending March 31, 2025. This resulted in an increase in finance and other income of $35 million, an increase in current income tax expense of $2 million and an increase in net income of $34 for the three months ended March 31, 2025. The Company has recast the comparative interim period in its Q1 2026 filings. See Note 5 to the Company's Unaudited Condensed Consolidated Interim Financial Statements for the three and six months ended June 30, 2025 for additional information.

We experience seasonality in our operating results in that CFO and FCFA2S in the first quarter of every year is typically the highest and CFO and FCFA2S in the second quarter of every year is typically the lowest. The key driver impacting this seasonality is the timing of annual maintenance contract renewals. Our quarterly results may also fluctuate as a result of the various acquisitions which may be completed by the Company in any given quarter. We may experience variations in our net income on a quarterly basis depending upon the timing of certain expenses or gains, which may include changes in provisions, acquired contract liabilities, foreign exchange gains and losses, bargain purchase gains, and gains or losses on the sale of financial and other assets.

## Spin-Outs

### Topicus.com Inc.

Constellation (TSX:CSU) and Topicus (TSXV:TOI) announced on January 5, 2021 that Constellation, acting through its Total Specific Solutions ("TSS") operating group and its subsidiary TPCS Holding B.V., completed the purchase of 100% of the shares of Topicus.com B.V., a Netherlands-based diversified vertical market software provider, from IJssel B.V. and that in connection with the closing of the acquisition, TSS has been spun out of Constellation and now operates, together with Topicus.com B.V., as a separate public company, Topicus.com Inc. (collectively, the "Spin-Out Transactions").

In connection with the completion of the Spin-Out Transactions, on January 4, 2021, all of Constellation's common shareholders of record on December 28, 2020 received, by way of a dividend-in-kind, 1.859817814 subordinate voting shares of Topicus.com (the "Spin-Out Shares") for each common share of Constellation held.

Constellation's equity interest in TSS prior to the Spin-Out Transactions was 66.7%. Constellation's equity interest in Topicus after completion of the Spin-Out Transactions on a fully diluted basis was approximately 30.4%. Constellation's equity interest on a fully diluted basis as at March 31, 2026 is approximately 31.3%. In addition, Constellation as the holder of the Topicus Super Voting Share is entitled to that number of votes that equals 50.1% of the aggregate number of votes attached to all of the outstanding voting shares at such time. As a result of the Topicus Super Voting Share Constellation consolidated the financial results of Topicus with its financial results.

### Lumine Group Inc.

On February 22 and 23, 2023 (as part of a series of transactions relating to the acquisition of WideOrbit Inc. ("WideOrbit")), the Company's subsidiary, Lumine Group Inc. ("Lumine"), completed a corporate reorganization. See "Preferred Share Investment in Lumine" on page 2.

The Company holds 1 super voting share of Lumine (the "Lumine Super Voting Share"). The Lumine Super Voting Share entitles CSI to that number of votes that equals 50.1% of the aggregate number of votes attached to all the outstanding Lumine Super Voting Shares, Lumine Subordinate Voting Shares and Lumine Special Shares. As a result, the Company controls Lumine and has consolidated Lumine's financial position and results of operations. As at March 31, 2026, the Company holds 157,553,539 Lumine Subordinate Voting Shares and now reflects an equity interest of 61.40% in Lumine and a non-controlling interest of 38.60%.

The tables below provide certain supplemental balance sheet, statement of income, and net operating cash flow information of Topicus and Lumine for the three months ended March 31, 2026. Neither Topicus or Lumine are considered a reportable operating segment of Constellation, however, management has chosen to provide certain supplemental financial information to provide greater clarity into the operating performance and cash flow from operations of Topicus and Lumine considering Constellation's equity ownership. The financial information includes the adjustments discussed in the "Finance and other expense (income)" section above.

Selected Balance Sheet Information
As at March 31, 2026

| (Unaudited) | Constellation Software Inc. (excluding Topicus & Lumine) | Topicus | Lumine | Consolidated |
|---|---|---|---|---|
| Cash | 2,381 | 381 | 248 | 3,010 |
| Bank debt, loans, bonds and debentures | 3,103 | 516 | 370 | 3,990 |

Statement of Income
(Excluding intercompany activity)

| (Unaudited) | For the three months ended March 31, 2026 | | | |
|---|---|---|---|---|
| | **Constellation Software Inc. (excluding Topicus & Lumine)** | **Topicus** | **Lumine** | **Consolidated** |
| **Revenue** | **2,466** | **507** | **208** | **3,181** |
| Expenses | 1,893 | 377 | 150 | 2,420 |
| Amortization of intangible assets | 243 | 52 | 31 | 326 |
| Foreign exchange (gain) loss | (43) | (0) | (2) | (45) |
| IRGA / Membership liability revaluation charge | (76) | - | - | (76) |
| Finance and other income | (18) | 3 | (0) | (15) |
| Share in net (income) loss of equity investee | 0 | (11) | - | (10) |
| Bargain purchase gain | (1) | - | 1 | 0 |
| Impairment of intangible and other non-financial assets | 8 | - | - | 8 |
| Finance costs | 64 | 11 | 5 | 81 |
| Income (loss) before income taxes | 396 | 74 | 24 | 493 |
| **Income tax expense (recovery)** | | | | |
| Current income tax expense (recovery) | 140 | 24 | 7 | 172 |
| Deferred income tax expense (recovery) | (62) | (13) | (4) | (78) |
| Income tax expense (recovery) | 79 | 11 | 4 | 93 |
| **Net income (loss)** | **318** | **63** | **20** | **400** |
| **Net cash flows from operating activities** | **548** | **329** | **20** | **897** |

Foreign Exchange Adjusted Organic Revenue Growth
(Excluding intercompany activity)

| | For the three months ended March 31, 2026 | | | |
|---|---|---|---|---|
| | **Constellation Software Inc. (excluding Topicus & Lumine)** | **Topicus** | **Lumine** | **Consolidated** |
| Licenses | -17% | 17% | -13% | -13% |
| Professional services | -5% | -2% | -8% | -5% |
| Hardware and other | -3% | 13% | -59% | -7% |
| Maintenance and other recurring | 4% | 7% | 3% | 4% |
| **Revenue** | 1% | 6% | -2% | 2% |

## Acquisition of business segment from Allscripts Healthcare Solutions

On May 2, 2022, Constellation, through its wholly-owned subsidiary, N. Harris Computer Corporation, completed the purchase from Allscripts Healthcare Solutions ("Allscripts") of Allscripts' Hospitals and Large Physician Practices business segment. This business segment now operates under the name Altera.

The tables below provide certain supplemental balance sheet, statement of income, and net operating cash flow information of Altera for the three months ended March 31, 2026. Altera is not considered a reportable operating segment of Constellation, however, management has chosen to provide certain supplemental financial information to provide greater clarity into the operating performance and cash flow from operations of Altera considering the size of the business and its impact on the results of Constellation. The financial information includes the adjustments discussed in the "Finance and other expense (income)" section above.

Selected Balance Sheet Information
As at March 31, 2026

| (Unaudited) | Constellation Software Inc. (excluding Altera) | Altera | Consolidated |
|---|---|---|---|
| Cash | 2,868 | 142 | 3,010 |
| Bank debt, loans, bonds and debentures | 3,796 | 193 | 3,990 |

Statement of Income
(Excluding intercompany activity)

| | For the three months ended March 31, 2026 | | |
|---|---|---|---|
| (Unaudited) | Constellation Software Inc. (excluding Altera) | Altera | Consolidated |
| **Revenue** | **3,033** | **147** | **3,181** |
| Expenses | 2,301 | 119 | 2,420 |
| Amortization of intangible assets | 308 | 18 | 326 |
| Foreign exchange (gain) loss | (44) | (1) | (45) |
| IRGA / Membership liability revaluation charge | (76) | - | (76) |
| Finance and other income | (14) | (1) | (15) |
| Share in net (income) loss of equity investee | (10) | - | (10) |
| Bargain purchase gain | 0 | - | 0 |
| Impairment of intangible and other non-financial assets | 8 | - | 8 |
| Finance costs | 78 | 3 | 81 |
| Income (loss) before income taxes | 484 | 10 | 493 |
| **Income tax expense (recovery)** | | | |
| Current income tax expense (recovery) | 166 | 6 | 172 |
| Deferred income tax expense (recovery) | (75) | (3) | (78) |
| Income tax expense (recovery) | 91 | 2 | 93 |
| **Net income (loss)** | **393** | **7** | **400** |
| **Net cash flows from operating activities** | **858** | **39** | **897** |
| **Free cash flow available to shareholders** | **699** | **35** | **733** |

Foreign Exchange Adjusted Organic Revenue Growth
(Excluding intercompany activity)

| | For the three months ended March 31, 2026 | | |
|---|---|---|---|
| | **Constellation Software Inc. (excluding Altera)** | **Altera** | **Consolidated** |
| Licenses | -14% | 92% | -13% |
| Professional services | -2% | -27% | -5% |
| Hardware and other | -7% | -81% | -7% |
| Maintenance and other recurring | 5% | -6% | 4% |
| **Revenue** | 2% | -13% | 2% |

## Liquidity

| | **March 31, 2026** | **December 31, 2025** | **Variance** |
|---|---|---|---|
| **Cash** | **3,010** | **3,089** | **(78)** |
| Debt with recourse to Constellation Software Inc. | 1,480 | 1,489 | (9) |
| Debt without recourse to Constellation Software Inc. | 2,509 | 2,642 | (133) |
| **Debt** | **3,990** | **4,131** | **(142)** |
| **Cash less Debt** | **(979)** | **(1,043)** | **63** |

Cash flows from operations exceeded the net capital deployed on acquisitions plus dividends during the three months ended March 31, 2026. Cash decreased by $78 million to $3,010 million at March 31, 2026 compared to $3,089 million at December 31, 2025 and debt decreased by $142 million to $3,990 million at March 31, 2026 compared to $4,131 million at December 31, 2025.

Total assets increased $803 million, from $16,167 million at December 31, 2025 to $16,969 million at March 31, 2026. The increase is primarily due to the $163 million increase in accounts receivable, and the $519 million increase in intangible assets. At March 31, 2026 Topicus, Lumine and other subsidiaries with non-recourse debt facilities hold approximately $1,095 million of cash. As explained in the "Capital Resources and Commitments" section below, there are limitations on the ability of these subsidiaries to distribute funds to Constellation.

Current liabilities increased $462 million, from $6,069 million at December 31, 2025 to $6,532 million at March 31, 2026. The increase is primarily due to an increase in deferred revenue of $676 million mainly due to acquisitions made since December 31, 2025 and the timing of maintenance and other billings versus performance and delivery under those customer arrangements, offset by decreases in accounts payable and accrued liabilities of $182 million and the liability of CSI under the IRGA of $121 million.

**Net Changes in Cash Flows**
($ in millions)

| | Three months ended March 31, 2026 | Three months ended March 31, 2025 |
|---|---|---|
| Net cash provided by operating activities | 897 | 827 |
| Net cash from (used in) financing activities | (236) | (91) |
| Cash used in the acquisition of businesses | (766) | (110) |
| Cash obtained with acquired businesses | 77 | 11 |
| Net cash from (used in) other investing activities | (37) | (172) |
| Net cash from (used in) investing activities | (726) | (271) |
| Effect of foreign currency | (13) | 33 |
| **Net increase (decrease) in cash and cash equivalents** | **(78)** | **497** |

The net cash flows from operating activities were $897 million for the three months ended March 31, 2026. The $897 million provided by operating activities resulted from net income of $400 million plus $419 million of adjustments to net income (primarily amortization of intangible assets, depreciation, IRGA/TSS Membership liability revaluation charge, finance and other income, finance costs, and income tax expense) and $185 million of cash from non-cash working capital, offset by $107 million in taxes paid.

The net cash flows used in financing activities for the three months ended March 31, 2026 were $236 million, which is mainly a result of interest payments of $65 million, lease obligation payments of $38 million, dividends paid to common shareholders of $21 million, and a net decrease in debt facilities of $114 million.

The net cash flows used in investing activities for the three months ended March 31, 2026 were $726 million. The cash used in investing activities was primarily due to acquisitions for an aggregate of $766 million (including payments for holdbacks relating to prior acquisitions) offset by $77 million of acquired cash.

We believe we have sufficient cash and available credit capacity to continue to operate for the foreseeable future. Generally our VMS businesses operate with negative working capital as a result of the collection of maintenance payments and other revenues in advance of the performance of the related services. As such, management anticipates that it can continue to grow the business organically without any additional funding. If we continue to acquire VMS businesses we may need additional external funding depending upon the size and timing of the potential acquisitions (see "Subsequent Events" below).

## Capital Resources and Commitments

Debt with recourse to CSI comprises the following ($ in millions):

| | CSI Facility | Senior Notes | Debentures | Term Loan | Total |
|---|---|---|---|---|---|
| Principal outstanding at December 31, 2025 (and, except for debentures, equal to fair value) | $ - | $ 1,000 | $ 356 | $ 86 | 1,441 |
| Deduct: Unamortized transaction costs included in debt balance | - | (6) | - | (0) | (6) |
| Add: Unamortized debt premium | - | - | 45 | - | 45 |
| Carrying value at December 31, 2025 | $ - | 994 | 401 | 86 | 1,480 |
| Current portion | - | - | - | - | - |
| Non-current portion | - | 994 | 401 | 86 | 1,480 |

CSI Facility

On January 31, 2024, the Company completed an amendment and restatement of its existing credit facility agreement (the "CSI Facility"). The facility limit was increased from $840 million to $1,085 million, with a syndicate of existing and new institutions. The agreement has also moved from a secured to an unsecured facility structure, which continues to be available for general corporate purposes including acquisitions and working capital. The CSI Facility is guaranteed by certain subsidiaries of the Company. The CSI Facility bears a variable interest rate with no fixed repayments required over the term to maturity. Interest rates are calculated at standard U.S. and Canadian reference rates plus interest rate spreads based on a leverage table. The CSI Facility contains standard events of default which if not remedied within a cure period would trigger the repayment of any outstanding balance. As at March 31, 2026, nil had been drawn from this credit facility, and letters of credit totaling $13 million were issued, which limits the borrowing capacity on a dollar-for-dollar basis.

Senior Notes

On February 16, 2024, the Company completed a private offering of $500 million aggregate principal amount of 5.158% senior notes due 2029 and $500 million aggregate principal amount of 5.461% senior notes due 2034 (collectively, the "Senior Notes"). The Senior Notes are senior unsecured obligations of the Company and rank equally in right of payment to all of the Company's existing and future senior unsecured indebtedness, including the CSI Facility. The Senior Notes are guaranteed by certain subsidiaries of the Company on the same basis as such subsidiaries have guaranteed the CSI Facility. Transaction costs associated with the Senior Notes are being amortized through profit or loss using the effective interest rate method.

Debentures

On October 1, 2014 and November 19, 2014, the Company issued unsecured subordinated debentures (the "Debentures") with a total principal value of C$96 million for total proceeds of C$91 million. On September 30, 2015, the Company issued an additional tranche of Debentures with a total principal value of C$186 million for total proceeds of C$214 million. On October 6, 2023, a total of C$213 million principal amount of Debentures were issued at a price of C$133.00 per C$100.00 principal amount of Debentures purchased representing proceeds to the Company of C$283 million which was used by the Company to pay down indebtedness under its existing credit facility. The Debentures were issued as an additional tranche of, and formed a single series with, the outstanding C$282 aggregate principal amount of Debentures.

The total principal value of debentures outstanding at March 31, 2026 was $356 million (C$495 million).

Guarantees

One of CSI's subsidiaries has entered into a $86 million (£65 million) term debt facility with a financial institution for which CSI has guaranteed the debt. The facility bears a fixed rate of interest. The term loan contains events of default that, if not remedied, allow the loan note holder to require repayment of the loan principal and interest. The loan is due in 2028.

Liability of CSI under the terms of the IRGA / TSS Membership Agreement

On December 23, 2014, in accordance with the terms of the purchase and sale agreement for the initial acquisition of TSS by CSI, and on the basis of the term sheets attached thereto, Constellation and the Joday Group, among others, entered into a Members Agreement (the "Members Agreement") pursuant to which the Joday Group acquired 33.29% of the voting interests in Constellation Software Netherlands Holding Coöperatief U.A. (which was renamed to Topicus.com Coöperatief U.A.), a subsidiary of Constellation and the indirect owner of 100% of TSS at the time of the acquisition. Total proceeds from this transaction was €39 million ($49 million).

On January 5, 2021, the Members Agreement was terminated in conjunction with the acquisition of Topicus.com B.V., the reorganization of Topicus Coop and the execution of the IRGA. The IRGA was established to create certain contractual obligations of the parties in respect of the governance of Topicus and Topicus Coop. As of March 31, 2026 the Joday Group's interest in Topicus Coop comprised 38,148,221 Topicus Coop Ordinary Units resulting in an interest of 29.38% in Topicus Coop. The IRGA provides for transfer restrictions in respect of the Topicus Coop Units.

Any time after January 5, 2021, any member of the Joday Group has the right, at his or its option, to sell any number of its Topicus Coop Units to CSI at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such option by a member of the Joday Group, CSI will be obligated to purchase 33.33% of such Topicus Coop Units within 30 days, and an additional 33.33% on each of the first and the second anniversary of such initial purchase with the exception of certain items which have been classified as a current liability. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI.

In the event of a change of control of CSI, any member of the Joday Group has the right, at his or its option, to sell all of its Topicus Coop Units to CSI at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such option by a member of the Joday Group, CSI will be obligated to purchase all such Topicus Coop Units. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI.

If CSI reduces its economic interest in Topicus by a sale or transfer of its economic interest (and not due to any additional issuance of any shares or equity by Topicus) by more than one-third (calculated on a fully converted basis in accordance with the IRGA), any member of the Joday Group has the right, at his or its option, to sell to CSI one-third of its Topicus Coop Units at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such put option by a member of the Joday Group, CSI will be obligated to purchase all such put Topicus Coop Units. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI. Any member of the Joday Group has a similar right to sell one-half or all of its remaining Topicus Coop Units, respectively, at its option, if CSI further reduces its remaining fully-diluted economic interest in Topicus by a sale or transfer of its economic interest by one-half and again if CSI sells its entire remaining economic interest in Topicus.

All of the Topicus Coop Ordinary Units and Topicus Coop Preference Units held by the Joday Group and Ijssel B.V. (collectively, the "Topicus Coop Exchangeable Units") are exchangeable, directly or indirectly, for Topicus Subordinate Voting Shares. All of the above rights of members of the Joday Group apply to any Topicus Subordinate Voting Shares issued on an exchange of Topicus Coop Exchangeable Units.

At any time after December 31, 2023, CSI has the right, at its option, to buy all of the Topicus Coop Units and shares of Topicus held by certain members of the Joday Group (excluding Joday) at a cash price per Topicus Coop Unit (or share of Topicus, as applicable) determined in accordance with the IRGA. After December 31, 2043, CSI has the same right to buy all of the Topicus Coop Units and shares of Topicus held by the remaining members of the Joday Group, including Joday.

In addition, if certain individuals affiliated with Joday are terminated from their employment with Topicus Coop or an affiliate thereof for urgent cause (as defined in the Dutch Civil Code), CSI has the right, at its option, to buy all of Topicus Coop Units held by such individuals at a cash price per Topicus Coop Unit determined in accordance with the IRGA.

The Company has continued to classify the above obligations of CSI under the terms of the IRGA as a liability. The main valuation driver in such calculation is the maintenance and other recurring revenue of Topicus. The valuation of CSI's obligations under the IRGA is also impacted by the change in the net tangible assets of Topicus (as defined under the IRGA). As the net tangible assets increase (which is typically the result of net profits in the applicable period), the valuation of CSI's obligations under the IRGA increases. Maintenance and recurring revenue of Topicus for the trailing twelve months on a pro-forma basis determined at the end of the current reporting period was used as the basis for valuing the interests at each redemption date. Any increase or decrease in the value of such liability is recorded as an expense or income in the consolidated statements of income (loss) for the period.

In addition, the liability of CSI under the terms of the IRGA is impacted by changes in the fair value of Topicus' investment in the equity securities of Sygnity and Asseco as determined by their respective share prices at the end of each reporting period.

The liability recorded on the balance sheet at March 31, 2026 was $1,133 million.

Debt without recourse to CSI

Certain of CSI's subsidiaries have entered into term debt facilities and revolving credit facilities with various financial institutions. Except as noted above, CSI does not guarantee the debt of its subsidiaries, nor are there any cross-guarantees between subsidiaries. The credit facilities are collateralized by substantially all of the assets of the borrowing entity and its subsidiaries. The credit facilities typically bear interest at a rate calculated using an interest rate index plus a margin. The financing arrangements for each subsidiary typically contain certain restrictive covenants, which may include limitations or prohibitions on additional indebtedness, payment of cash dividends, redemption of capital, capital spending, making of acquisitions and sales of assets. In addition, certain financial covenants must be met by those subsidiaries that have outstanding debt.

In conjunction with the acquisition of Optimal Blue, the Company entered into a promissory note agreement ("Promissory Note") with the seller, Intercontinental Exchange, Inc. for $500 million. The Promissory Note accrues interest at a rate of 7% per annum, is compounded annually and is payable in arrears. The first cash interest and principal payment under the Promissory Note is due on the day prior to the fifth anniversary and thereafter interest and principal payments will be due annually on the subsequent anniversaries of that date. The Promissory Note matures in 2063, subject to earlier optional prepayment.

Debt without recourse to CSI comprises the following ($ in millions):

| | Topicus Revolving Credit Facility | Debt Facilities | Promissory Note | Total |
|---|---|---|---|---|
| Principal outstanding at March 31, 2026 (and equal to fair value) | $ 104 | $ 1,925 | $ 500 | $ 2,529 |
| Deduct: Carrying value of transaction costs included in debt balance | (2) | (18) | - | (20) |
| Carrying value at March 31, 2026 | 101 | 1,908 | 500 | 2,509 |
| Current portion | 101 | 483 | - | 585 |
| Non-current portion | - | 1,425 | 500 | 1,925 |

Other commitments

Commitments include operating leases for office equipment and facilities, letters of credit and performance bonds issued on our behalf by financial institutions in connection with facility leases and contracts with public sector customers. Also, occasionally we structure some of our acquisitions with contingent consideration based on the future performance of the acquired business. The fair value of contingent consideration recorded in our statement of financial position was $225 million at March 31, 2026. Derivative assets and liabilities relate to contractual arrangements of the Company which have uncertain outcomes. If the probability of the outcomes associated with the contractual arrangements increases, the underlying value of the derivative will increase. If the probability of the outcomes decreases, the underlying value of the derivative will decrease. Assuming a probability of 100% and utilizing the observable inputs as of March 31, 2026, the maximum exposure of the Company's derivative liabilities is approximately $58 million as of March 31, 2026. Aside from the aforementioned, we do not have any other business arrangements, derivative financial instruments, or any equity interests in non-consolidated entities that would have a significant effect on our assets and liabilities as at March 31, 2026.

Contractual obligations at March 31, 2026 are summarized below.

(in millions of dollars)

| | Total | < 1 yr | 1-5 yrs | > 5 yrs |
|---|---|---|---|---|
| Lease obligations | 479 | 155 | 286 | 37 |
| Holdbacks | 471 | 238 | 234 | - |
| Liability of CSI under the terms of the IRGA/TSS Members Agreement | 1,133 | 655 | 478 | - |
| Debentures | 356 | - | - | 356 |
| Term Loan | 86 | - | 86 | - |
| CSI revolving credit facility | - | - | - | - |
| Senior Notes | 1,000 | - | 500 | 500 |
| Topicus revolving credit facility without recourse to Constellation Software Inc. | 104 | 104 | - | - |
| Promissory note | 500 | - | 11 | 489 |
| Other debt facilities without recourse to Constellation Software Inc. | 1,925 | 135 | 1,643 | 148 |
| Total outstanding commitments | 6,054 | 1,286 | 3,238 | 1,530 |

The IRGA liability commitment assumes that the Joday Group has exercised their put option to sell 100% of their interests back to Constellation. This option however has not been exercised as at May 12, 2026. See note 8 to the Unaudited Condensed Consolidated Interim Financial Statements for the three month period ended March 31, 2026 for a discussion on the valuation methodology utilized.

**Financial Instruments**

The carrying values of cash, accounts receivable, accounts payable, accrued liabilities, dividends payable, the majority of acquisition holdbacks, and the CSI Facility, approximates fair value due to the short-term nature of these instruments. The carrying value of the debt without recourse to CSI approximate their fair values as the debt

is subject to market interest rates. The carrying value of the IRGA liability and the term loan with recourse to CSI approximates fair value.

Financial assets and financial liabilities measured at fair value as at March 31, 2026 and December 31, 2025 in the Unaudited Condensed Consolidated Interim Financial Statements for the three month period ended March 31, 2026 are summarized below. The Company has no additional financial liabilities measured at fair value after initial recognition other than those recognized in connection with business combinations and the redeemable preferred securities.

| | March 31, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total | Level 1 | Level 2 | Level 3 | Total |
| **Assets:** | | | | | | | | |
| Equity securities | $ 88 | $ - | $ - | $ 88 | $ 64 | $ - | $ - | $ 64 |
| Derivatives | - | - | 10 | 10 | - | - | 9 | 9 |
| | **88** | **-** | **10** | **98** | **64** | **-** | **9** | **73** |
| **Liabilities:** | | | | | | | | |
| Contingent consideration | - | - | 225 | 225 | - | - | 215 | 215 |
| Derivatives | - | - | 15 | 15 | - | - | 8 | 8 |
| | **-** | **-** | **239** | **239** | **-** | **-** | **223** | **223** |

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 inputs are inputs other than quoted prices included in level 1 that are observable for the asset or liability either directly (i.e. prices) or indirectly (i.e. derived from prices); and
- Level 3 inputs are inputs for the asset or liability that are not based on observable market data (i.e. unobservable inputs).

## Foreign Currency Exposure

We operate internationally and have foreign currency risks related to our revenue, operating expenses, assets and liabilities denominated in currencies other than the U.S. dollar. Consequently, we believe movements in the foreign currencies in which we transact will impact future revenue and net income. The impact to organic revenue growth for the three months ended March 31, 2026 was approximately positive 5%. We cannot predict the effect of foreign exchange gains or losses in the future; however, if significant foreign exchange losses are experienced, they could have a material adverse effect on our business, revenues, results of operations, and financial condition. The Company enters into forward foreign exchange contracts from time to time with the objective of mitigating volatility in profit or loss in respect of financial liabilities. In entering into these forward exchange contracts, the Company is exposed to the credit risk of the counterparties to such contracts and the possibility that the counterparties will default on their payment obligations under these contracts. However, given that the counterparties are Schedule 1 banks or affiliates thereof, the Company believes these risks are not material. During the three months ended March 31, 2026, the Company did not purchase any contracts of this nature.

The following table provides an approximate breakdown of our revenue and expenses by currency, expressed as a percentage of total revenue and expenses, as applicable, for the three months ended March 31, 2026:

| | Three Months Ended March 31, 2026 | |
|---|---|---|
| Currencies | % of Revenue | % of Expenses |
| USD | 47% | 42% |
| EUR | 22% | 21% |
| GBP | 9% | 9% |
| CAD | 5% | 8% |
| AUD | 5% | 4% |
| BRL | 3% | 3% |
| CHF | 1% | 2% |
| SEK | 1% | 1% |
| Others | 9% | 10% |
| Total | 100% | 100% |

Due to rounding, certain totals may not foot.

**Off-Balance Sheet Arrangements**

As a general practice, we have not entered into off-balance sheet financing arrangements. Except for insignificant and short-term operating leases and letters of credit, all of our liabilities and commitments are reflected as part of our statement of financial position.

**Proposed Transactions**

We seek potential acquisition targets on an ongoing basis and may complete several acquisitions in any given fiscal year.

**Share Capital**

As at May 12, 2026, there were 21,191,530 common shares outstanding.

**Risks and Uncertainties**

The Company's business is subject to a number of risk factors which are described in our most recently filed AIF. Additional risks and uncertainties not presently known to us or that we currently consider immaterial also may impair our business and operations and cause the price of the common shares to decline. If any of the noted risks actually occur, our business may be harmed and the financial condition and results of operations may suffer significantly. In that event, the trading price of the common shares could decline, and shareholders may lose all or part of their investment.

**Controls and Procedures**

***Disclosure controls and procedures:***

Management is responsible for establishing and maintaining disclosure controls and procedures as defined under National Instrument 52-109. The President and Chief Financial Officer have designed or caused to be designed by those under their supervision, disclosure controls and procedures which provide reasonable assurance that material information regarding the Company is accumulated and communicated to the Company's management, including its President and Chief Financial Officer in a timely manner.

***Internal controls over financial reporting:***

The President and Chief Financial Officer have designed or caused it to be designed under their supervision internal controls over financial reporting ("ICFR") to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements. The President and Chief Financial Officer have been advised that the control framework the President and the Chief Financial Officer used to design the Company's ICFR is recognized by the Committee of Sponsoring Organizations of the Treadway Commission.

The President and the Chief Financial Officer have evaluated, or caused to be evaluated by those under their supervision, whether or not there were changes to its ICFR during the period ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect the Company's ICFR. No such changes were identified through their evaluation.

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that its objectives are met. Due to inherent limitations in all such systems, no evaluations of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures and our internal controls over financial reporting are effective in providing reasonable, not absolute, assurance that the objectives of our control systems have been met.

**Subsequent Events**

On May 12, 2026 the Company declared a $1.00 per share dividend that is payable on July 10, 2026 to all common shareholders of record at close of business on June 19, 2026.

Subsequent to March 31, 2026, the Company completed or has open commitments to acquire a number of businesses for aggregate cash consideration of $627 million on closing plus total estimated deferred payments of $159 million for total consideration of $786 million. The business acquisitions operate in the local government, printing, financial services, healthcare, security, education, marketing management, gaming, aviation, justice, manufacturing, mining, asset management, utilities, legal, defence, dealer, and travel verticals and are all software companies similar to the existing business of the Company.

Condensed Consolidated Interim Financial Statements
(In U.S. dollars)

# CONSTELLATION SOFTWARE INC.

For the three months ended March 31, 2026 and 2025
Unaudited

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statements of Financial Position
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited

| | March 31, 2026 | December 31, 2025 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 3,010 | $ 3,089 |
| Accounts receivable | 1,630 | 1,467 |
| Unbilled revenue | 478 | 450 |
| Inventories | 83 | 66 |
| Other assets (note 6) | 755 | 726 |
| | 5,956 | 5,798 |
| Non-current assets: | | |
| Property and equipment | 239 | 241 |
| Right of use assets | 390 | 384 |
| Deferred income taxes | 369 | 355 |
| Investments in associates (note 5) | 683 | 655 |
| Other assets (note 6) | 425 | 345 |
| Intangible assets (note 7) | 8,907 | 8,388 |
| | 11,013 | 10,368 |
| Total assets | $ 16,969 | $ 16,167 |
| **Liabilities and Shareholders' Equity** | | |
| Current liabilities: | | |
| Debt with recourse to Constellation Software Inc. (note 8) | $ - | $ - |
| Liability of CSI under the IRGA (note 8) | 655 | 775 |
| Debt without recourse to Constellation Software Inc. (note 9) | 585 | 591 |
| Accounts payable and accrued liabilities | 1,759 | 1,941 |
| Dividends payable (note 12) | 21 | 21 |
| Deferred revenue | 2,891 | 2,215 |
| Provisions (note 10) | 17 | 17 |
| Acquisition holdback payables | 238 | 218 |
| Lease obligations | 149 | 141 |
| Income taxes payable | 217 | 150 |
| | 6,532 | 6,069 |
| Non-current liabilities: | | |
| Debt with recourse to Constellation Software Inc. (note 8) | 1,480 | 1,489 |
| Liability of CSI under the IRGA (note 8) | 478 | 458 |
| Debt without recourse to Constellation Software Inc. (note 9) | 1,925 | 2,051 |
| Deferred income taxes | 935 | 890 |
| Acquisition holdback payables | 234 | 208 |
| Lease obligations | 289 | 282 |
| Other liabilities (note 6) | 487 | 451 |
| | 5,828 | 5,830 |
| Total liabilities | 12,360 | 11,899 |
| Shareholders' equity (note 12): | | |
| Capital stock | 99 | 99 |
| Accumulated other comprehensive income (loss) | 98 | 130 |
| Retained earnings | 3,687 | 3,347 |
| Non-controlling interests (note 18) | 725 | 692 |
| | 4,609 | 4,267 |
| Subsequent events (notes 19) | | |
| Total liabilities and shareholders' equity | $ 16,969 | $ 16,167 |

See accompanying notes to the condensed consolidated interim financial statements.

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statements of Income (loss)
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Revenue | | |
| License | $ 91 | $ 96 |
| Professional services | 546 | 487 |
| Hardware and other | 100 | 74 |
| Maintenance and other recurring | 2,444 | 1,996 |
| | 3,181 | 2,654 |
| Expenses | | |
| Staff | 1,687 | 1,412 |
| Hardware | 57 | 40 |
| Third party license, maintenance and professional services | 312 | 254 |
| Travel, telecommunications, supplies, software and equipment | 159 | 131 |
| Professional fees | 64 | 47 |
| Other, net | 87 | 70 |
| Depreciation | 55 | 46 |
| Amortization of intangible assets (note 7) | 326 | 272 |
| | 2,745 | 2,272 |
| Foreign exchange loss (gain) | (45) | 32 |
| IRGA/TSS Membership liability revaluation charge (note 8) | (76) | 94 |
| Finance and other expense (income) (note 13) | (15) | (80) |
| Share in net (income) loss of equity investee (note 5) | (10) | 0 |
| Bargain purchase gain (note 4) | 0 | - |
| Impairment of intangible and other non-financial assets (note 7) | 8 | 3 |
| Finance costs (note 13) | 81 | 71 |
| | (58) | 119 |
| Income (loss) before income taxes | 493 | 262 |
| Current income tax expense (recovery) (note 11) | 172 | 137 |
| Deferred income tax expense (recovery) | (78) | (49) |
| Income tax expense (recovery) | 93 | 89 |
| Net income (loss) | 400 | 174 |
| Net income (loss) attributable to: | | |
| Common shareholders of Constellation Software Inc. | 367 | 136 |
| Non-controlling interests (note 18) | 33 | 38 |
| Net income (loss) | 400 | 174 |
| Earnings per common share of Constellation Software Inc. | | |
| Basic and diluted (note 14) | $ 17.32 | $ 6.41 |

See accompanying notes to the condensed consolidated interim financial statements.

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statements of Comprehensive Income (loss)
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Net income (loss) | $ 400 | $ 174 |
| Items that are or may be reclassified subsequently to net income (loss): | | |
| Foreign currency translation differences from foreign operations and other, net of tax | (37) | 79 |
| Items that will not be reclassified to net income (loss): | | |
| Changes in the fair value of equity investments at FVOCI | - | 120 |
| Other comprehensive income (loss), net of income tax | (37) | 199 |
| Total comprehensive income (loss) | $ 363 | $ 372 |
| Total other comprehensive income (loss) attributable to: | | |
| Common shareholders of Constellation Software Inc. | (32) | 139 |
| Non-controlling interests (note 18) | (5) | 60 |
| Total other comprehensive income (loss) | $ (37) | $ 199 |
| Total comprehensive income (loss) attributable to: | | |
| Common shareholders of Constellation Software Inc. | 335 | 275 |
| Non-controlling interests (note 18) | 28 | 97 |
| Total comprehensive income (loss) | $ 363 | $ 372 |

See accompanying notes to the condensed consolidated interim financial statements.

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statement of Changes in Equity
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited
Three months ended March 31, 2026

| | Equity Attributable to Common Shareholders of CSI | | | | Non-controlling interests | Total equity |
|---|---|---|---|---|---|---|
| | Capital stock | Accumulated other comprehensive income (loss) | Retained earnings | Total | | |
| **Balance at January 1, 2026** | **$ 99** | **$ 130** | **$ 3,347** | **$ 3,576** | **$ 692** | **$ 4,267** |
| *Total comprehensive income (loss):* | | | | | | |
| Net income (loss) | - | - | 367 | 367 | 33 | 400 |
| *Other comprehensive income (loss)* | | | | | | |
| Foreign currency translation differences from foreign operations and other, net of tax and changes in the fair value of equity investments at FVOCI | - | (32) | - | (32) | (5) | (37) |
| **Total other comprehensive income (loss)** | - | **(32)** | - | **(32)** | **(5)** | **(37)** |
| **Total comprehensive income (loss)** | - | **(32)** | **367** | **335** | **28** | **363** |
| Transactions with owners, recorded directly in equity | | | | | | |
| Other movements in non-controlling interests | - | - | (5) | (5) | 5 | 0 |
| Dividends to shareholders of the Company | - | - | (21) | (21) | - | (21) |
| **Balance at March 31, 2026** | **$ 99** | **$ 98** | **$ 3,687** | **$ 3,884** | **$ 725** | **$ 4,609** |

See accompanying notes to the condensed consolidated interim financial statements.

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statement of Changes in Equity
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited
Three months ended March 31, 2025

| | Equity Attributable to Common Shareholders of CSI | | | | | |
|---|---|---|---|---|---|---|
| | Capital stock | Accumulated other comprehensive income (loss) | Retained earnings | Total | Non-controlling interests | Total equity |
| **Balance at January 1, 2025** | **$ 99** | **$ (224)** | **$ 2,919** | **$ 2,795** | **$ 493** | **$ 3,288** |
| *Total comprehensive income (loss):* | | | | | | |
| Net income (loss) | - | - | 136 | 136 | 38 | 174 |
| *Other comprehensive income (loss)* | | | | | | |
| Foreign currency translation differences from foreign operations and other, net of tax | - | 139 | - | 139 | 60 | 199 |
| **Total other comprehensive income (loss)** | **-** | **139** | **-** | **139** | **60** | **199** |
| **Total comprehensive income (loss)** | **-** | **139** | **136** | **275** | **97** | **372** |
| Transactions with owners, recorded directly in equity | | | | | | |
| Other movements in non-controlling interests | - | - | (4) | (4) | 4 | (0) |
| Dividends paid to non-controlling interests | - | - | - | - | (0) | (0) |
| Dividends to shareholders of the Company | | - | (21) | (21) | - | (21) |
| **Balance at March 31, 2025** | **$ 99** | **$ (85)** | **$ 3,030** | **$ 3,045** | **$ 594** | **$ 3,639** |

See accompanying notes to the condensed consolidated interim financial statements.

# CONSTELLATION SOFTWARE INC.

Condensed Consolidated Interim Statements of Cash Flows
(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

Unaudited

| | Three months ended March 31, 2026 | 2025 |
|---|---|---|
| Cash flows from (used in) operating activities: | | |
| Net income (loss) | 400 | 174 |
| Adjustments for: | | |
| Depreciation | 55 | 46 |
| Amortization of intangible assets (note 7) | 326 | 272 |
| IRGA/TSS Membership liability revaluation charge (note 8) | (76) | 94 |
| Finance and other expense (income) (note 13) | (15) | (80) |
| Share in net (income) loss of equity investee (note 5) | (10) | 0 |
| Bargain purchase (gain) (note 4) | 0 | - |
| Impairment of intangible and other non-financial assets (note 7) | 8 | 3 |
| Finance costs (note 13) | 81 | 71 |
| Income tax expense (recovery) | 93 | 89 |
| Foreign exchange loss (gain) | (45) | 32 |
| Depreciation of third party costs | 4 | 5 |
| Change in non-cash operating assets and liabilities exclusive of effects of business combinations (note 17) | 185 | 231 |
| Transaction costs associated with equity securities classified as FVOCI | - | (2) |
| Income taxes paid | (107) | (107) |
| Net cash flows from (used in) operating activities | 897 | 827 |
| Cash flows from (used in) financing activities: | | |
| Interest paid on lease obligations | (4) | (4) |
| Interest paid on debt | (61) | (62) |
| Increase (decrease) in Topicus revolving credit debt facility without recourse to CSI | (286) | 31 |
| Proceeds from issuance of debt facilities without recourse to CSI | 244 | 27 |
| Repayments of debt facilities without recourse to CSI | (73) | (30) |
| Other financing activities | 4 | (1) |
| Dividends paid to non-controlling interests | - | (0) |
| Debt transaction costs | (1) | (0) |
| Payments of lease obligations, net of sublease receipts | (38) | (31) |
| Dividends paid to common shareholders of the Company (note 12) | (21) | (21) |
| Net cash flows from (used in) in financing activities | (236) | (91) |
| Cash flows from (used in) investing activities: | | |
| Acquisition of businesses (note 4) | (697) | (94) |
| Cash obtained with acquired businesses (note 4) | 77 | 11 |
| Post-acquisition settlement payments, net of receipts | (69) | (16) |
| Purchases of investments and other assets | (32) | (175) |
| Decrease (increase) in restricted cash | 1 | 7 |
| Interest, dividends and other proceeds received | 12 | 11 |
| Property and equipment purchased | (19) | (15) |
| Net cash flows from (used in) investing activities | (726) | (271) |
| Effect of foreign currency on cash and cash equivalents | (13) | 33 |
| Increase (decrease) in cash and cash equivalents | (78) | 497 |
| Cash and cash equivalents, beginning of period | $ 3,089 | $ 1,980 |
| Cash and cash equivalents, end of period | $ 3,010 | $ 2,477 |

See accompanying notes to the condensed consolidated interim financial statements.

**Notes to the condensed consolidated interim financial statements**


1. Reporting entity
2. Basis of presentation
3. Material accounting policies
4. Business acquisitions
5. Investments in associates
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8. Debt with recourse to CSI and Liability of CSI under the IRGA
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10. Provisions
11. Income taxes
12. Capital and other components of equity
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19. Subsequent events

## 1. Reporting entity

Constellation Software Inc. is a company domiciled in Canada. The address of Constellation Software Inc.'s registered office is 66 Wellington Street West, Suite 5300, Toronto, Ontario, Canada. The condensed consolidated interim financial statements of Constellation Software Inc. as at and for the three-month period ended March 31, 2026 comprise Constellation Software Inc. and its subsidiaries (together referred to as "Constellation", "CSI", or the "Company") and the Company's interest in associates. The Company is engaged principally in the development, installation and customization of software as well as in the provisioning of related professional services and support for customers globally across over 100 diverse markets.

## 2. Basis of presentation

### (a) Statement of compliance

These condensed consolidated interim financial statements have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting ("IAS 34") as issued by the International Accounting Standards Board ("IASB") and using the accounting policies disclosed in Note 3 of the Company's 2025 annual consolidated financial statements, available on the System for Electronic Document Analysis and Retrieval ("SEDAR+") at www.sedarplus.com, except as disclosed herein.

These condensed consolidated interim financial statements were approved and authorized for issuance by the Board of Directors of the Company on May 12, 2026.

These condensed consolidated interim financial statements should be read in conjunction with the Company's 2025 annual consolidated financial statements.

### (b) Basis of measurement

The condensed consolidated interim financial statements have been prepared on the historical cost basis except for certain assets and liabilities initially recognized in connection with business combinations, derivative financial instruments, equity securities, and contingent consideration related to business acquisitions, which are measured at their estimated fair value.

### (c) Functional and presentation of currency

The condensed consolidated interim financial statements are presented in U.S. dollars, which is Constellation's functional currency.

### (d) Use of estimates and judgements

The preparation of the condensed consolidated interim financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses, consistent with those disclosed in the 2025 annual consolidated financial statements and described in these condensed consolidated interim financial statements. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Estimates are based on historical experience and other assumptions that are considered reasonable in the circumstances. The actual amount or values may vary in certain instances from the assumptions and estimates made. Changes will be recorded, with corresponding effect in profit or loss, when, and if, better information is obtained.

## 3. Material accounting policies

Unless otherwise noted in the condensed consolidated interim financial statements, the material accounting policies used in preparing these condensed consolidated interim financial statements are unchanged from those disclosed in the Company's 2025 annual consolidated financial statements and have been applied consistently to all periods presented in these condensed consolidated interim financial statements.

The accounting policies have been applied consistently by Constellation's subsidiaries.

**Recent accounting pronouncements not yet adopted:**

The IASB has issued IFRS 18, Presentation and Disclosure in Financial Statements (replacing IAS 1, Presentation of Financial Statements), with an aim to improve how information is communicated in the financial statements, with a focus on information in the statement of income that will become effective on January 1, 2027. The Company is assessing the impacts IFRS 18 will have on the consolidated financial statements.

## 4. Business acquisitions

(a) On February 13, 2026, the Company completed the acquisition of 100% of the shares of Synchronoss Technologies, Inc. ("Synchronoss") for cash proceeds of $309.

Synchronoss is a software company that offers cloud-based software and services that enable communications service providers and other enterprises to manage, monetize, and securely deliver digital content, messaging, and customer engagement solutions. The acquired business operates in the communications and media market. The acquisition has been accounted for using the acquisition method with the results of operations included in the condensed consolidated interim financial statements for three months ended March 31, 2026 from the date of the acquisition.

The goodwill recognized in connection with this acquisition is primarily attributable to the application of the Company's best practices to improve the operations of the company acquired, synergies with existing businesses of the Company, and other intangible assets that do not qualify for separate recognition including assembled workforce. The goodwill is not expected to be deductible for income tax purposes.

The gross contractual amounts of acquired receivables was $15; however, the Company has recorded an allowance of $NIL as part of the acquisition accounting to reflect contractual cash flows that are not expected to be collected.

Due to the complexity and timing of this acquisition, the Company is in the process of determining and finalizing the estimated fair value of the net assets acquired. The amounts determined on a provisional basis generally relate to net asset assessments and measurement of the assumed liabilities. The provisional purchase price allocations may differ from the final purchase price allocations, and these differences may be material. Revisions to the allocations will occur as additional information about the fair value of assets and liabilities becomes available.

The impact of acquisition accounting applied on a provisional basis in connection with the acquisition of Synchronoss is as follows:

| | | |
|---|---|---|
| Assets acquired: | | |
| Cash | $ | 34 |
| Accounts receivable | | 15 |
| Other current assets | | 12 |
| Property and equipment | | 2 |
| Right of use assets | | 4 |
| Other non-current assets | | 4 |
| Technology assets | | 111 |
| Customer assets | | 175 |
| | | 356 |
| Liabilities assumed: | | |
| Current liabilities | | 31 |
| Deferred revenue | | 0 |
| Deferred income taxes | | 29 |
| Long-term lease obligations | | 8 |
| Other non-current liabilities | | 7 |
| | | 75 |
| Goodwill | | 28 |
| **Total consideration** | **$** | **309** |

The acquisition of Synchronoss contributed revenue of $22 and a net loss of $2 for the three months ended March 31, 2026. If this acquisition had occurred on January 1, 2026, the Company estimates that pro-forma consolidated revenue and pro-forma condensed consolidated interim net income would have been $3,201 and $402 compared to the actual amounts reported in the consolidated statement of income (loss) for three months ended March 31, 2026.

(b) During the three months ended March 31, 2026, the Company completed a number of additional acquisitions for aggregate cash consideration of $388 plus cash holdbacks of $91 and contingent consideration with an estimated acquisition date fair value of $21. The total consideration resulting from the additional acquisitions in the three months ended March 31, 2026 was $500. The contingent consideration is payable on the achievement of certain financial targets in the post-acquisition periods. The obligation for contingent consideration for acquisitions during the three months ended March 31, 2026 has been recorded at its estimated fair value at the various acquisition dates. The estimated fair value of the applicable contingent consideration is calculated using the estimated financial outcome and resulting expected contingent consideration to be paid and inclusion of a discount

rate as appropriate. For these arrangements, which include both maximum, or capped, and unlimited contingent consideration amounts, the estimated increase to the initial consideration is not expected to exceed $27.

Aggregate contingent consideration of $225 (December 31, 2025 - $215) has been reported in the condensed consolidated interim statement of financial position at its estimated fair value relating to applicable acquisitions completed in the current and prior periods. Changes made to the estimated fair value of contingent consideration are included in other, net in the condensed consolidated interim statements of income (loss). An expense of $4 has been recorded for the three months ended March 31, 2026 (an expense of $7 for the three months ended March 31, 2025).

No additional acquisitions were deemed to be individually significant. The majority of the businesses acquired during the period were acquisitions of shares and the remainder were asset acquisitions. The cash holdbacks are generally payable over a two-year period and are adjusted, as necessary, for such items as working capital or net tangible asset assessments, as defined in the agreements, and claims under the respective representations and warranties of the purchase and sale agreements.

The additional acquisitions during the three months ended March 31, 2026 include software companies catering to the following markets: accounting, agriculture equipment dealers, asset management, automotive, aviation, chemicals, content management, education, enterprise resource planning, financial services, fitness, gaming, gas monitoring, government, healthcare, hospitality, human capital, insurance, legal, manufacturing, mining, planning, policy and procedure management, procurement, real estate, retail management and distribution, social compliance, and telematics all of which are software businesses similar to existing businesses operated by the Company. The acquisitions have been accounted for using the acquisition method with the results of operations included in these consolidated financial statements from the date of each acquisition.

The goodwill recognized in connection with these additional acquisitions is primarily attributable to the application of Constellation's best practices to improve the operations of the companies acquired, synergies with existing businesses of Constellation, and other intangible assets that do not qualify for separate recognition including assembled workforce. Goodwill in the amount of $19 is expected to be deductible for income tax purposes.

The gross contractual amounts of acquired receivables was $43; however, the Company has recorded an allowance of $2 as part of the acquisition accounting to reflect contractual cash flows that are not expected to be collected.

Due to the complexity and timing of certain additional acquisitions made, the Company is in the process of determining and finalizing the estimated fair value of the net assets acquired as part of the acquisitions closed during the three months ended March 31, 2026 and the last nine months of 2025. The amounts determined on a provisional basis generally relate to net asset assessments and measurement of the assumed liabilities, including acquired contract liabilities. The provisional purchase price allocations may differ from the final purchase price allocations, and these differences may be material. Revisions to the allocations will occur as additional information about the fair value of assets and liabilities becomes available. The cash consideration associated with these provisional estimates (including individually significant acquisitions) totals $1,830.

The aggregate impact of acquisition accounting applied in connection with the aggregate of business acquisitions that are not individually significant in the period ended March 31, 2026 is as follows:

| | | |
|---|---|---|
| Assets acquired: | | |
| Cash | $ | 43 |
| Accounts receivable | | 41 |
| Other current assets | | 39 |
| Property and equipment | | 8 |
| Right of use assets | | 17 |
| Other non-current assets | | 2 |
| Deferred income taxes | | 5 |
| Technology assets | | 229 |
| Customer assets | | 273 |
| | | 656 |
| Liabilities assumed: | | |
| Current liabilities | | 55 |
| Deferred revenue | | 70 |
| Deferred income taxes | | 93 |
| Long-term lease obligations | | 13 |
| Other non-current liabilities | | 1 |
| | | 231 |
| Non-controlling interest | | (0) |
| Goodwill | | 76 |
| Bargain purchase gain | | (0) |
| **Aggregate purchase price** | **$** | **500** |
| **Non-cash consideration:** | | |
| Fair value of investment in affiliate in which control was acquired | | (0) |
| **Total consideration** | | **500** |

(c) The 2026 additional business acquisitions did not have a material impact to either the consolidated revenue or the consolidated net income (loss) for the three months ended March 31, 2026. The materiality threshold is reviewed on a regular basis taking into account the quantitative (contribution to revenue and net income (loss)) and

qualitative (size and comparability with other Constellation businesses) factors of current period acquisitions on both an individual and aggregate basis.

(d) The chart below outlines the significant measurement period adjustments and adjustments to estimated holdback payables on prior year acquisitions which have been reflected on the condensed consolidated interim statement of financial position as of December 31, 2025.

| | |
|---|---|
| Current Assets: | |
| Accounts receivable | (3) |
| Unbilled revenue | 1 |
| Inventories | (2) |
| Acquisition holdback receivables | - |
| Other assets | (0) |
| | (5) |
| Non-current Assets: | |
| Property and equipment | 0 |
| Right of use assets | 0 |
| Intangible assets | (0) |
| | (0) |
| Total assets | (5) |
| Current liabilities: | |
| Accounts payable and accrued liabilities | 0 |
| Deferred revenue | 1 |
| Acquisition holdback payables | (5) |
| Lease obligations | 0 |
| Income taxes payable | (0) |
| | (5) |
| Non-current liabilities: | |
| Deferred income taxes | (0) |
| Acquistion holdback payables | 0 |
| Lease obligations | 0 |
| Other liabilities | (0) |
| | 0 |
| Total liabilities | (5) |

## 5. Investments in associates

Investments in associates comprise the following:

| | March 31, 2026 | December 31, 2025 |
|---|---|---|
| Investment in Asseco | 590 | 575 |
| Other investments in associates | 93 | 80 |
| | 683 | 655 |

Investment in Asseco:

The Company owns 19,207,886 shares in Asseco Poland S.A. ("Asseco") representing an ownership interest of approximately 23.14%. Asseco offers comprehensive, proprietary IT solutions for certain sectors of the economy and is listed on the Polish Warsaw Stock Exchange (the "WSE"). The Company applies the equity method of accounting to its investment in Asseco as a result of its ability to exercise significant influence over Asseco. Under the equity method of accounting, the investment is initially recognized at cost and is subsequently adjusted to reflect the Company's share of profit or loss and other comprehensive income (loss) of Asseco. The Company has elected to use "lag reporting" in relation to its investment in Asseco. The Company will record its share of profit or loss and other comprehensive income (loss) on a "three-month lag" because the concurrent financial information is impracticable to obtain from Asseco. Due to the complexity and timing of the investment, the Company is in the process of determining and finalizing the estimated fair value of the net assets acquired. The provisional purchase price allocation may differ from the final purchase price allocation, and these differences may be material. Revisions to the allocation will occur as additional information about the fair value of assets and liabilities becomes available.

The below table presents a reconciliation of the investment in Asseco from the beginning of the period to the end of the period:

| | |
|---|---|
| At January 1, 2026 | 575 |
| Share in net (income) loss of equity investee | 11 |
| Share in other comprehensive income (loss) of equity investee | 4 |
| Dividends received | - |
| Foreign exchange and other adjustments | 0 |
| At March 31, 2026 | 590 |

The fair value of the Company's investment in Asseco based on the share price of Asseco at March 31, 2026 is $872.

Summarized Financial Information:

The tables below provide summarised financial information for the investment in Asseco as at December 31, 2025, due to the application of lag reporting. The information disclosed reflects the amounts presented in the financial statements of Asseco and not the Company's share of those amounts. The amounts have been amended to reflect adjustments made by the Company when using the equity method, including fair value adjustments and significant events during the lag reporting period.

Summarized Statement of Financial Position:

| | |
|---|---|
| Current assets | 3,461 |
| Non-current assets | 2,388 |
| Current liabilities | 1,982 |
| Non-current liabilities | 1,024 |
| Net assets | 2,843 |
| Non-controlling interest | (1,782) |
| Net assets attributable to the shareholders of Asseco | 1,061 |
| Topicus' share of net assets | 253 |
| Goodwill | 337 |
| Investment in Asseco | 590 |

Summarized Statement of Income (loss):

| | |
|---|---|
| Revenue | 1,243 |
| Operating profit | 126 |
| Net income | 82 |
| Net income attributable to the shareholders of Asseco | 46 |
| Share in net income (loss) of equity investee | 11 |

Summarized Statement of Other Comprehensive Income (loss):

| | |
|---|---|
| Other comprehensive income | 28 |
| Other comprehensive income attributable to the shareholders of Asseco | 16 |
| Share in other comprehensive income (loss) of equity investee | 4 |

## 6. Other assets and other non-current liabilities

### (a) Other assets

| | | March 31, 2026 | | December 31, 2025 |
|---|---|---|---|---|
| Prepaid expenses and other current assets | $ | 429 | $ | 376 |
| Holdback receivable | | 1 | | 1 |
| Investment tax credits recoverable | | 63 | | 53 |
| Sales tax receivable | | 56 | | 56 |
| Equity securities held for trading | | 3 | | 52 |
| Income tax and other receivables | | 201 | | 188 |
| Total other current assets | $ | 755 | $ | 726 |

| | | | | |
|---|---|---|---|---|
| Investment tax credits recoverable | $ | 15 | $ | 19 |
| Costs to obtain a contract | | 113 | | 110 |
| Non-current trade and other receivables and other assets | | 297 | | 217 |
| Total other non-current assets | $ | 425 | $ | 345 |

### (b) Other non-current liabilities

| | | March 31, 2026 | | December 31, 2025 |
|---|---|---|---|---|
| Contingent consideration | $ | 123 | $ | 122 |
| Deferred revenue | | 123 | | 119 |
| Other non-current liabilities | | 241 | | 210 |
| Total other non-current liabilities | $ | 487 | $ | 451 |

## 7. Intangible Assets

| | Technology Assets | Customer Assets | Backlog | Non-compete agreements | Trademarks | Goodwill | Total |
|---|---|---|---|---|---|---|---|
| **Cost** | | | | | | | |
| Balance at January 1, 2025 | $ 5,733 | $ 5,485 | $ 17 | $ 2 | $ 28 | $ 1,474 | $ 12,739 |
| Acquisitions through business combinations | 783 | 749 | 0 | - | - | 268 | 1,801 |
| Effect of movements in foreign exchange | 282 | 258 | 0 | (0) | 3 | 74 | 616 |
| Balance at December 31, 2025 | $ 6,798 | $ 6,492 | $ 17 | $ 2 | $ 31 | $ 1,816 | $ 15,157 |
| Balance at January 1, 2026 | $ 6,798 | $ 6,492 | $ 17 | $ 2 | $ 31 | $ 1,816 | $ 15,157 |
| Acquisitions through business combinations | 340 | 448 | (0) | - | - | 105 | 893 |
| Effect of movements in foreign exchange and other | (35) | (39) | (0) | 0 | (0) | (11) | (87) |
| Balance at March 31, 2026 | $ 7,103 | $ 6,900 | $ 17 | $ 2 | $ 30 | $ 1,910 | $ 15,963 |
| **Accumulated amortization and impairment losses** | | | | | | | |
| Balance at January 1, 2025 | $ 3,340 | $ 1,894 | $ 17 | $ 2 | $ 9 | $ 23 | $ 5,284 |
| Amortization for the period | 677 | 504 | 0 | (0) | 2 | - | 1,182 |
| Impairment charge | 14 | 13 | - | - | - | 11 | 38 |
| Effect of movements in foreign exchange | 163 | 101 | 0 | (0) | - | - | 264 |
| Balance at December 31, 2025 | $ 4,193 | $ 2,512 | $ 17 | $ 2 | $ 10 | $ 34 | $ 6,769 |
| Balance at January 1, 2026 | $ 4,193 | $ 2,512 | $ 17 | $ 2 | $ 10 | $ 34 | $ 6,769 |
| Amortization for the period | 184 | 141 | (0) | 0 | 0 | - | 326 |
| Impairment charge | 0 | 0 | - | - | - | 0 | 0 |
| Effect of movements in foreign exchange | (23) | (16) | (0) | 0 | - | - | (39) |
| Balance at March 31, 2026 | $ 4,354 | $ 2,637 | $ 17 | $ 2 | $ 10 | $ 34 | $ 7,056 |
| **Carrying amounts** | | | | | | | |
| At January 1, 2025 | $ 2,393 | $ 3,591 | $ 0 | $ (0) | $ 20 | $ 1,451 | $ 7,455 |
| At December 31, 2025 | $ 2,606 | $ 3,980 | $ 0 | $ - | $ 21 | $ 1,782 | $ 8,388 |
| At January 1, 2026 | $ 2,606 | $ 3,980 | $ 0 | $ - | $ 21 | $ 1,782 | $ 8,388 |
| At March 31, 2026 | $ 2,749 | $ 4,263 | $ 0 | $ (0) | $ 20 | $ 1,876 | $ 8,907 |

## 8. Debt with recourse to CSI and Liability of CSI under the IRGA

| | CSI Facility | Senior Notes | Liability of CSI under the IRGA | Debentures | Term Loan | Total |
|---|---|---|---|---|---|---|
| Principal outstanding (and, except for debentures, equal to fair value) | $ - | $ 1,000 | $ 1,133 | $ 356 | $ 86 | $ 2,574 |
| Deduct: Unamortized transaction costs included in debt balance | - | (6) | - | - | (0) | (6) |
| Add: Unamortized debt premium | - | - | - | 45 | - | 45 |
| Carrying value at March 31, 2026 | - | 994 | 1,133 | 401 | 86 | 2,613 |
| Current portion | - | - | 655 | - | - | 655 |
| Non-current portion | - | 994 | 478 | 401 | 86 | 1,959 |

*CSI Facility*

On January 31, 2024, the Company completed an amendment and restatement of its existing credit facility agreement (the "CSI Facility"). The facility limit was increased from $840 to $1,085, with a syndicate of existing and new institutions. The agreement has also moved from a secured to an unsecured facility structure, which continues to be available for general corporate purposes including acquisitions and working capital. The CSI Facility is guaranteed by certain subsidiaries of the Company. The CSI Facility bears a variable interest rate with no fixed repayments required over the term to maturity. Interest rates are calculated at standard U.S. and Canadian reference rates plus interest rate spreads based on a leverage table. The CSI Facility contains standard events of default which if not remedied within a cure period would trigger the repayment of any outstanding balance. As at March 31, 2026, $nil (December 31, 2025 – $nil) had been drawn from this credit facility, and letters of credit totaling $13 (December 31, 2025 - $13) were issued, which limits the borrowing capacity on a dollar-for-dollar basis.

*Senior Notes*

On February 16, 2024, the Company completed a private offering of $500 aggregate principal amount of 5.158% senior notes due 2029 and $500 aggregate principal amount of 5.461% senior notes due 2034 (collectively, the "Senior Notes"). The Senior Notes are senior unsecured obligations of the Company and rank equally in right of payment to all of the Company's existing and future senior unsecured indebtedness, including the CSI Facility. The Senior Notes are guaranteed by certain subsidiaries of the Company on the same basis as such subsidiaries have guaranteed the CSI Facility. Transaction costs associated with the Senior Notes are being amortized through profit or loss using the effective interest rate method.

*Liability of CSI under the terms of the IRGA/TSS Members Agreement*

On December 23, 2014, in accordance with the terms of the purchase and sale agreement for the initial acquisition of Total Specific Solutions ("TSS") by CSI, and on the basis of the term sheets attached thereto, Constellation and the sellers of TSS along with certain members of TSS' executive management team (collectively, the "Joday Group") among others, entered into a Members Agreement (the "TSS Members Agreement") pursuant to which the Joday Group acquired 33.29% of the voting interests in Constellation Software Netherlands Holding Coöperatief U.A. (which was renamed to Topicus.com Coöperatief U.A., ("Topicus Coop")), a subsidiary of Constellation and the indirect owner of 100% of TSS at the time of the acquisition. Total proceeds from this transaction was EUR 39.

On January 5, 2021, the TSS Members Agreement was terminated in conjunction with the acquisition of Topicus.com B.V., the reorganization of Topicus Coop and the execution of the Investors Rights and Governance Agreement ("IRGA"). The IRGA was established to create certain contractual obligations of the parties in respect of the governance of Topicus and Topicus Coop. The IRGA provides for transfer restrictions in respect of the ordinary units of Topicus Coop ("Topicus Coop Ordinary Units" or the "Topicus Coop Units").

Any time after January 5, 2021, any member of the Joday Group has the right, at their option, to sell any number of its Topicus Coop Units to CSI at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such option by a member of the Joday Group, CSI will be obligated to purchase 33.33% of such Topicus Coop Units within 30 days, and an additional 33.33% on each of the first and the second anniversary of such initial purchase with the exception of certain items including the Company's obligations under the IRGA associated with the investment in Sygnity and Asseco which have been classified as a current liability and are expected to be settled through providing Joday their prorated share of the investments. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI.

In the event of a change of control of CSI, any member of the Joday Group has the right, at their option, to sell all of its Topicus Coop Units to CSI at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such option by a member of the Joday Group, CSI will be obligated to purchase all such Topicus Coop Units. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI.

If CSI reduces its economic interest in Topicus by a sale or transfer of its economic interest (and not due to any additional issuance of any shares or equity by Topicus) by more than one-third (calculated on a fully converted basis in accordance with the IRGA), any member of the Joday Group has the right, at their option, to sell to CSI one-third of its Topicus Coop Units at a cash price per Topicus Coop Unit determined in accordance with the IRGA. Upon the exercise of such put option by a member of the Joday Group, CSI will be obligated to purchase all such put Topicus Coop Units. Notwithstanding the foregoing, CSI can offer Topicus the right to purchase such Topicus Coop Units in lieu of CSI. Any member of the Joday Group has a similar right to sell one-half or all of its remaining Topicus Coop Units, respectively, at its option, if CSI further reduces its remaining fully-diluted economic interest in Topicus by a sale or transfer of its economic interest by one-half and again if CSI sells its entire remaining economic interest in Topicus.

All of the Topicus Coop Ordinary Units held by the Joday Group and Ijssel B.V. (collectively, the "Topicus Coop Exchangeable Units") are exchangeable, directly or indirectly, for Topicus Subordinate Voting Shares. All of the above rights of members of the Joday Group apply to any Topicus Subordinate Voting Shares issued on an exchange of Topicus Coop Exchangeable Units.

At any time after December 31, 2023, CSI has the right, at its option, to buy all of the Topicus Coop Units and shares of Topicus held by certain members of the Joday Group (excluding Joday Investments VI B.V. ("Joday")) at a cash price per Topicus Coop Unit (or share of Topicus, as applicable) determined in accordance with the IRGA. After December 31, 2043, CSI has the same right to buy all of the Topicus Coop Units and shares of Topicus held by the remaining members of the Joday Group, including Joday.

In addition, if certain individuals affiliated with Joday are terminated from their employment with Topicus Coop or an affiliate thereof for urgent cause (as defined in the Dutch Civil Code), CSI has the right, at its option, to buy all of Topicus Coop Units held by such individuals at a cash price per Topicus Coop Unit determined in accordance with the IRGA.

The Company has continued to classify the above obligations of CSI under the terms of the IRGA as a liability. The main valuation driver in such calculation is the maintenance and other recurring revenue of Topicus. Maintenance and recurring revenue of Topicus for the trailing twelve months on a pro-forma basis determined at the end of the current reporting period was used as the basis for valuing the interests at each redemption date, excluding Sygnity. The valuation of the Company's obligations under the IRGA associated with the Company's investment in Sygnity and Asseco are based on the fair value of these investments as determined by their respective share prices at the end of each reporting period and the aggregate liability under the IRGA associated with these two investments has been classified as a current liability. The valuation of CSI's obligations under the IRGA is also impacted by the change in the net tangible assets of Topicus (as defined under the IRGA). As the net tangible assets increase (which is typically the result of net profits in the applicable period), the valuation of CSI's obligations under the IRGA increases. Any increase or decrease in the value of such liability is recorded as an expense or income in the condensed consolidated interim statements of income (loss) for the period.

*Debentures*

On October 1, 2014 and November 19, 2014, the Company issued debentures with a total principal value of C$96 for total proceeds of C$91. On September 30, 2015, the Company issued another tranche of debentures (collectively with the 2014 issuances called the "Debentures") with a total principal value of C$186 for total proceeds of C$214.

On October 6, 2023, a total of C$213 principal amount of debentures ("2023 Debentures") were issued at a price of C$133.00 per C$100.00 principal amount of 2023 Debentures purchased representing proceeds to the Company of C$283 which was used by the Company to pay down indebtedness under its existing credit facility. The 2023 Debentures were issued as an additional tranche of, and will form a single series with, the outstanding C$282 aggregate principal amount of Debentures.

The Debentures have a maturity date of March 31, 2040 (the "Maturity Date").

The interest rate from and including:

- March 31, 2024 but excluding March 31, 2025 is 10.4%
- March 31, 2025 but excluding March 31, 2026 is 8.9%
- March 31, 2026 but excluding March 31, 2027 is 8.6%

Subsequent from and including March 31, 2027 to but excluding the Maturity Date, the interest rate applicable to the Debentures will be reset on an annual basis on March 31 of each year, at a rate equal to the annual average percentage change in the All-items Consumer Price Index during the 12-month period ending on December 31 in the prior year (which amount may be positive or negative) plus 6.5%. Notwithstanding the foregoing, the interest rate applicable to the debentures will not be less than 0%. The Company may, subject to certain approvals, elect the Payment in Kind election ("PIK Election"), in lieu of paying interest in cash, to satisfy all or any portion of its interest obligation payable on an interest payment date by issuing to each Debenture holder PIK Debentures equal to the amount of the interest obligation to be satisfied. The PIK Debentures will have the same terms and conditions as the Debentures and will form part of the principal amount of the Debentures. If, on any interest payment date, the Company fails to pay the amount of interest owing on the Debentures in full in cash, the Company will not (A) declare or pay dividends of any kind on the Common Shares, nor (B) participate in any share buyback or redemption involving the Common Shares, until the date on which the Company pays such interest (or the unpaid portion thereof) in cash to holders of the Debentures; however, where the Company has issued PIK Debentures in respect of all or a portion of the amount of interest owing on the Debentures on an interest payment date, the Company

may resume declaring or paying dividends of any kind on the Common Shares and participating in any share buyback or redemption involving the Common Shares beginning on the next earlier of (i) the interest payment date of which the Company pays the amount of interest owing on the Debentures in full in cash and (ii) the date on which the Company repays all amounts owing under the PIK Debenture. All payments in respect of the Debentures will be subordinated in right of payment to the prior payment in full of all senior indebtedness of the Company.

The Debentures will be redeemable in certain circumstances at the option of the Company or the holder. During the period beginning on March 16 and ending on March 31 of each year, the Company will have the right, at its option, to give notice to holders of Debentures of its intention to redeem the Debentures, in whole or in part, on March 31 in the year that is five years following the year in which notice is given, at a price equal to the principal amount thereof plus accrued and unpaid interest up to but excluding the date fixed for redemption. During the period beginning on March 1 and ending on March 15 of each year, holders of Debentures will also have the right, at their option, to give notice to the Company of their intention to require the Company to repurchase (or to "put") the Debentures, in whole or in part, on March 31 in the year that is five years following the year in which notice is given, at a price equal to the principal amount thereof plus accrued and unpaid interest up to but excluding the date fixed for repurchase.

The fair value of the debentures as at March 31, 2026 was $414 (December 31, 2025 - $426).

*Term Loan*

One of CSI's subsidiaries has entered into a GBP 65 term debt facility with a financial institution for which CSI has guaranteed the debt. The facility bears a fixed rate of interest. The term loan contains events of default that, if not remedied, allow the loan note holder to require repayment of the loan principal and interest. The loan is due in 2028.

**9. Debt without recourse to CSI**

Certain of CSI's subsidiaries have entered into term debt facilities and revolving credit facilities with various financial institutions. CSI does not guarantee the debt of these subsidiaries, nor are there any cross-guarantees between subsidiaries. The credit facilities are collateralized by substantially all of the assets of the borrowing entity and its subsidiaries. The credit facilities typically bear interest at a rate calculated using an interest rate index plus a margin. The financing arrangements for each subsidiary typically contain certain restrictive covenants, which may include limitations or prohibitions on additional indebtedness, payment of cash dividends, redemption of capital, capital spending, making of acquisitions and sales of assets. In addition, certain financial covenants must be met by those subsidiaries that have outstanding debt.

During 2025, the Company breached a debt covenant associated with a Term loan in one of its subsidiaries. The aggregate value of the loan at December 31, 2025 was $51 and the loan had been classified as a current liability. The breach related to administrative requirements relating to holding a certain amount of cash in the ring-fenced entity and was unrelated to the financial performance of the entity. CSI subsequently transferred the required cash, which amounted to $2, to the entity in the ring-fence and received a formal waiver from the lender in 2026.

In conjunction with the acquisition of Optimal Blue, the Company had entered into a promissory note agreement ("Promissory Note"). The Promissory Note accrues interest at a rate of 7% per annum, is compounded annually and is payable in arrears. The first cash interest and principal payment under the Promissory Note is due on the day prior to the fifth anniversary and thereafter interest and principal payments will be due annually on the

subsequent anniversaries of that date. The Promissory Note matures in 2063, subject to earlier optional prepayment.

Debt without recourse to CSI comprises the following:

| | Topicus Revolving Credit Facility | Debt Facilities | Promissory Note | Total |
|---|---|---|---|---|
| Principal outstanding (and equal to fair value) | $ 104 | $ 1,925 | $ 500 | $ 2,529 |
| Deduct: Carrying value of transaction costs included in debt balance | (2) | (18) | - | (20) |
| Carrying value at March 31, 2026 | 101 | 1,908 | 500 | 2,509 |
| Current portion | 101 | 483 | - | 585 |
| Non-current portion | - | 1,425 | 500 | 1,925 |

The annual minimum repayment requirements for the debt facilities without recourse to CSI (excluding the Topicus Revolving Credit Facility and the Promissory Note) are as follows:

| Year | Debt Facilities |
|---|---|
| 2026 | 135 |
| 2027 | 680 |
| 2028 | 403 |
| 2029 | 154 |
| 2030 | 406 |
| 2031 | 7 |
| 2032 | 142 |
| 2033 and subsequent years | - |
| | 1,925 |

The annual minimum repayment requirements for the Promissory Note are as follows:

| Year | | March 31, 2026 |
|---|---|---|
| 2026 - 2029 | $ | 7 |
| 2030- 2063 | | 493 |
| Total | $ | 500 |

**10. Provisions**

| | | |
|---|---|---|
| At January 1, 2026 | $ | 30 |
| Reversal | | (1) |
| Provisions recorded during the period | | 6 |
| Provisions used during the period | | (10) |
| Effect of movements in foreign exchange and other | | 3 |
| At March 31, 2026 | $ | 29 |
| Provisions classified as current liabilities | | 17 |
| Provisions classified as other non-current liabilities | | 12 |

The provisions balance is comprised of various individual provisions for onerous contracts and other estimated liabilities of the Company of uncertain timing or amount.

**11. Income taxes**

Income tax expense is recognized based on management's best estimate of the actual income tax rate for the interim period applied to the pre-tax income of the interim period for each entity in the consolidated group. As a result of foreign exchange fluctuations, acquisitions and ongoing changes due to intercompany transactions amongst entities operating in different jurisdictions, the Company has determined that a reasonable estimate of a weighted average annual tax rate cannot be determined on a consolidated basis. The Company's consolidated effective tax rate in respect of continuing operations for the three months ended March 31, 2026 was 19% (34% for the three months ended March 31, 2025). The March 31, 2026 effective tax rate was impacted by $11 of current tax expense relating to certain revaluation charges recorded in the Condensed Consolidated Interim Statement of Income (loss).

Constellation is subject to tax audits in the countries in which the Company does business globally. These tax audits could result in additional tax expense in future periods relating to historical filings. Reviews by tax authorities generally focus on, but are not limited to, the validity of the Company's intercompany transactions, including financing and transfer pricing policies which generally involve subjective areas of taxation and a significant degree of judgment. If any of these tax authorities are successful with their challenges, the Company's income tax expense may be adversely affected and Constellation could also be subject to interest and penalty charges.

## 12. Capital and other components of equity

| | Common Shares | |
|---|---|---|
| | Number | Amount |
| March 31, 2026 | 21,191,530 | $ 99 |
| December 31, 2025 | 21,191,530 | $ 99 |

*Dividends and other distributions to shareholders*

During the three months ended March 31, 2026, the Company declared a $1.00 per share dividend to all common shareholders of record at close of business on March 27, 2026. The dividend declared in the quarter ended March 31, 2026 representing $21 was paid and settled on April 15, 2026.

The dividend declared in the quarter ended December 31, 2025 representing $21 was paid and settled on January 12, 2026.

## 13. Finance and other expense (income) and finance costs

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Interest income on cash | $ (12) | $ (11) |
| (Increase) decrease in the fair value of equity securities | (7) | (32) |
| (Increase) decrease in the fair value of derivative | 6 | (5) |
| Finance and other income | (3) | (32) |
| Finance and other expense (income) | $ (15) | $ (80) |
| Interest expense on debt and debentures | $ 64 | $ 59 |
| Interest expense on lease obligations | 4 | 4 |
| Amortization of debt related transaction costs | 2 | 1 |
| Amortization of debenture discount (premium) | (1) | (1) |
| Other finance costs | 11 | 8 |
| Finance costs | $ 81 | $ 71 |

## 14. Earnings per share

*Basic and diluted earnings per share*

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| **Numerator:** | | |
| Net income (loss) attributable to common shareholders of CSI | $ 367 | $ 136 |
| **Denominator:** | | |
| Basic and diluted shares outstanding | 21,191,530 | 21,191,530 |
| **Earnings per share** | | |
| Basic and diluted | $ 17.32 | $ 6.41 |

## 15. Financial instruments

*Fair values versus carrying amounts*

The carrying values of cash, accounts receivable, accounts payable, accrued liabilities, dividends payable, the majority of the acquisition holdbacks, and the CSI Facility, approximate their fair values due to the short-term nature of these instruments. The carrying value of the debt without recourse to CSI approximate their fair values as the debt is subject to market interest rates. The carrying value of the Senior Notes, IRGA liability and the Term Loan with recourse to CSI approximates fair value.

*Fair value hierarchy*

The table below analyzes financial instruments carried at fair value, by valuation method.

- level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities;
- level 2 inputs are inputs other than quoted prices included in level 1 that are observable for the asset or liability either directly (i.e. prices) or indirectly (i.e. derived from prices); and
- level 3 inputs are inputs for the asset or liability that are not based on observable market data (i.e. unobservable inputs).

In the table below, the Company has segregated all financial assets and liabilities that are measured at fair value into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date.

Financial assets and financial liabilities measured at fair value as at March 31, 2026 and December 31, 2025 in the condensed consolidated interim financial statements are summarized below.

| | March 31, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total | Level 1 | Level 2 | Level 3 | Total |
| **Assets:** | | | | | | | | |
| Equity securities | $ 88 | $ - | $ - | $ 88 | $ 64 | $ - | $ - | $ 64 |
| Derivatives | - | - | 10 | 10 | - | - | 9 | 9 |
| | **88** | **-** | **10** | **98** | **64** | **-** | **9** | **73** |
| **Liabilities:** | | | | | | | | |
| Contingent consideration | - | - | 225 | 225 | - | - | 215 | 215 |
| Derivatives | - | - | 15 | 15 | - | - | 8 | 8 |
| | **-** | **-** | **239** | **239** | **-** | **-** | **223** | **223** |

There were no transfers of fair value measurement between level 1, 2 and 3 of the fair value hierarchy in the periods ended March 31, 2026 and December 31, 2025.

The following table shows a reconciliation from the beginning balances to the ending balances for fair value measurements in level 3 of the fair value hierarchy.

*Contingent Consideration*

| | |
|---|---|
| Balance at January 1, 2026 | $ 215 |
| Increase from business acquisitions | 21 |
| Cash payments | (16) |
| Charges (recoveries) through profit or loss | 7 |
| Foreign exchange and other movements | (2) |
| Balance at March 31, 2026 | 225 |
| Contingent consideration classified as current liabilities | 102 |
| Contingent consideration classified as other non-current liabilities | 123 |

Estimates of the fair value of contingent consideration are performed by the Company on a quarterly basis. Key unobservable inputs include revenue/profitability growth rates and the discount rates applied (7% to 11%). The estimated fair value increases as the annual revenue/profitability growth rate increases and as the discount rate decreases and vice versa.

*Derivative assets and derivative liabilities*

Derivative assets and liabilities relate to contractual arrangements of the Company which have uncertain outcomes. If the probability of the outcomes associated with the contractual arrangements increases, the underlying value of the derivative will increase. If the probability of the outcomes decreases, the underlying value of the derivative will decrease. Assuming a probability of 100% and utilizing the observable inputs as of March 31, 2026, the maximum exposure of the Company's derivative liabilities is approximately $58 as of March 31, 2026.

## 16. Contingencies

In the normal course of operations, the Company is subject to litigation and claims from time to time. The Company may also be subject to lawsuits, investigations and other claims, including environmental, labour, income and sales tax, product, customer disputes and other matters. Management believes that adequate provisions have been recorded in the accounts where required. Although it is not always possible to estimate the extent of potential costs, if any, management believes that the ultimate resolution of such contingencies will not have a material adverse impact on the results of operations, financial position or liquidity of the Company.

## 17. Changes in non-cash operating assets and liabilities

| | Three months ended March 31, | |
|---|---|---|
| | 2026 | 2025 |
| Decrease (increase) in current accounts receivable | $ (115) | $ (34) |
| Decrease (increase) in current unbilled revenue | (20) | (27) |
| Decrease (increase) in other current assets | (59) | (49) |
| Decrease (increase) in inventories | 1 | 0 |
| Decrease (increase) in other non-current assets | (14) | 0 |
| Increase (decrease) in other non-current liabilities | 9 | 23 |
| Increase (decrease) in current accounts payable and accrued liabilities, excluding holdbacks from acquisitions | (242) | (172) |
| Increase (decrease) in current deferred revenue | 628 | 487 |
| Increase (decrease) in current provisions | (3) | 1 |
| Change in non-cash operating working capital | $ 185 | $ 231 |

## 18. Non-controlling interests

*Topicus:*

Constellation's equity interest in Topicus, a company based in the Netherlands, is 60.65% (39.35% being non-controlling interest). On May 16, 2022, Topicus also acquired a controlling interest of 72.68% in Sygnity S.A. ("Sygnity"), a company based in Poland. The remaining 27.32% represents non-controlling interest.

*Adapt IT:*

On January 3, 2022, the Company acquired a controlling interest in Adapt IT Holdings Limited ("Adapt IT"), a company based in South Africa. The Company has an interest of 73.93% in Adapt IT (the remaining 26.07% represents non-controlling interest)

*Lumine:*

The Company reflects an equity interest of 61.40% in Lumine, a company based in Canada, and a non-controlling interest in Lumine of 38.60%.

The following tables summarize the information relating to the Company's non-controlling interests in Topicus, Adapt-IT and Lumine as at March 31, 2026 and December 31, 2025:

| | As at March 31, 2026 | | |
|---|---|---|---|
| | **Topicus Coop** | **Adapt-IT** | **Lumine** |
| Non-controlling interest | 39.35% | 26.07% | 38.60% |
| Current assets | 810 | 50 | 559 |
| Non-current assets | 2,180 | 63 | 1,059 |
| Total assets | 2,990 | 113 | 1,618 |
| Current liabilities | 1,184 | 41 | 472 |
| Non-current liabilities | 831 | 21 | 316 |
| Total liabilities | 2,015 | 63 | 788 |
| Less: Non-controlling interest of subsidaries, including interests held by CSI | 46 | - | - |
| Net assets after allocation of non-controlling interests (including interests held by CSI) | 929 | 50 | 830 |
| Inter-group eliminations | (14) | - | 10 |
| Total | 915 | 50 | 840 |
| Net assets allocated to the non-controlling interests of subsidiary | 360 | 13 | 324 |
| Add: Non-controlling interest of subsidaries not owned by CSI | 27 | - | - |
| Total non-controlling interest | 387 | 13 | 324 |

| | As at December 31, 2025 | | |
|---|---|---|---|
| | **Topicus Coop** | **Adapt-IT** | **Lumine** |
| Non-controlling interest | 39.35% | 26.07% | 38.60% |
| Current assets | 741 | 36 | 616 |
| Non-current assets | 2,209 | 68 | 772 |
| Total assets | 2,950 | 104 | 1,387 |
| Current liabilities | 1,192 | 34 | 240 |
| Non-current liabilities | 841 | 23 | 328 |
| Total liabilities | 2,033 | 57 | 568 |
| Less: Non-controlling interest of subsidaries, including interests held by CSI | 48 | - | - |
| Net assets after allocation of non-controlling interests (including interests held by CSI) | 869 | 47 | 819 |
| Inter-group eliminations | (25) | - | 9 |
| Total | 844 | 47 | 828 |
| Net assets allocated to the non-controlling interests of subsidiary | 332 | 12 | 320 |
| Add: Non-controlling interest of subsidaries not owned by CSI | 27 | - | - |
| Total non-controlling interest | 359 | 12 | 320 |

The following tables summarizes the information on the condensed consolidated interim statement of income (loss) relating to Topicus, Adapt-IT and Lumine for the three months ended March 31 2026 and 2025.

| | Three months ended March 31, 2026 | | |
|---|---|---|---|
| | **Topicus Coop** | **Adapt-IT** | **Lumine** |
| Revenue | 510 | 34 | 208 |
| Expenses | 435 | 27 | 186 |
| Income (loss) before income taxes | 75 | 6 | 23 |
| Income tax expense | 11 | 2 | 4 |
| Net income (loss) prior to non-controlling interest allocation | 64 | 4 | 19 |
| Less: Non-controlling interest of subsidaries, including interests held by CSI | 2 | - | - |
| Net income (loss) after allocation of non-controlling interest | 62 | 4 | 19 |
| Inter-group eliminations | (2) | - | 1 |
| Total | 60 | 4 | 20 |
| Net income (loss) attributable to non-controlling interests | 23 | 1 | 8 |
| Add: Non-controlling interest of subsidaries not owned by CSI | 1 | - | - |
| Total non-controlling interest | 25 | 1 | 8 |

| | Three months ended March 31, 2025 | | |
|---|---|---|---|
| | **Topicus Coop** | **Adapt-IT** | **Lumine** |
| Revenue | 374 | 26 | 179 |
| Expenses | 289 | 23 | 150 |
| Income (loss) before income taxes | 85 | 3 | 28 |
| Income tax expense | 10 | 1 | 8 |
| Net income (loss) prior to non-controlling interest allocation | 75 | 2 | 21 |
| Less: Non-controlling interest of subsidaries, including interests held by CSI | 0 | - | - |
| Net income (loss) after allocation of non-controlling interest | 75 | 2 | 21 |
| Inter-group eliminations | (2) | - | 1 |
| Total | 73 | 2 | 21 |
| Net income (loss) attributable to non-controlling interests | 29 | 1 | 8 |
| Add: Non-controlling interest of subsidaries not owned by CSI | 0 | - | - |
| Total non-controlling interest | 29 | 1 | 8 |

Financial information on the statement of cash flows for Topicus, Adapt-IT and Lumine for the three months ended March 31, 2026 and 2025:

| | Three months ended March 31, 2026 | | |
|---|---|---|---|
| | Topicus Coop | Adapt-IT | Lumine |
| Cash flows from (used in) operating activities | 329 | 12 | 20 |
| Cash flows from (used in) financing activities | (299) | (1) | 155 |
| Cash flows from (used in) investing activities | (26) | (0) | (277) |

| | Three months ended March 31, 2025 | | |
|---|---|---|---|
| | Topicus Coop | Adapt-IT | Lumine |
| Cash flows from (used in) operating activities | 284 | 14 | 40 |
| Cash flows from (used in) financing activities | 25 | (4) | (6) |
| Cash flows from (used in) investing activities | (217) | (0) | 4 |

## 19. Subsequent events

On May 12, 2026 the Company declared a $1.00 per share dividend that is payable on July 10, 2026 to all common shareholders of record at close of business on June 19, 2026.

Subsequent to March 31, 2026, the Company completed or has open commitments to acquire a number of businesses for aggregate cash consideration of $627 on closing plus total estimated deferred payments of $159 for total consideration of $786. The business acquisitions operate in the local government, printing, financial services, healthcare, security, education, marketing management, gaming, aviation, justice, manufacturing, mining, asset management, utilities, legal, defence, dealer, and travel verticals and are all software companies similar to the existing business of the Company.

# CONSTELLATION SOFTWARE INC.

## Annual Information Form

## March 31, 2025

# CONSTELLATION SOFTWARE INC.
# ANNUAL INFORMATION FORM

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# CONSTELLATION SOFTWARE INC.
# ANNUAL INFORMATION FORM

*All references in this Annual Information Form to "CSI", the "Company", "we", "us", "our" and "our company" refer to Constellation Software Inc. and its subsidiaries, unless the context requires otherwise. Unless otherwise indicated, all references to dollar amounts herein are to United States dollars.*

*All information contained herein is as at December 31, 2024 unless otherwise noted.*

## FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Information Form may constitute "forward-looking" statements which involve risks (including those which may arise in the future), uncertainties and other factors which may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. When used in this Annual Information Form, such statements use such words as "may", "will", "expect", "believe", "plan", "intend" and other similar terminology. These statements reflect current expectations regarding future events and operating performance and speak only as of the date of this Annual Information Form. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not such results will be achieved. A number of factors could cause actual results to differ materially from the results discussed in the forward-looking statements, including, but not limited to, the factors discussed under "Risk Factors". Although the forward-looking statements contained in this Annual Information Form are based upon what management of the Company believes are reasonable assumptions, the Company cannot assure investors that actual results will be consistent with these forward looking statements. These forward-looking statements are made as of the date of this Annual Information Form and, except as may be required by law, the Company assumes no obligation to update or revise them to reflect new events or circumstances.

## CORPORATE STRUCTURE

### Name and Incorporation

The Company was incorporated under the *Business Corporations Act (Ontario)* on August 23, 1995. On March 7, 2000, the Company amalgamated with e2 Inc. and on June 29, 2000, the Company filed articles of arrangement, authorizing the transfer of all of the shares of Friedman Acquisition Corp., Creative Computer Solutions Inc. and Memory Lane Systems Inc., each a then wholly-owned subsidiary of the Company, to Constellation Software USA Inc. In connection with the arrangement, the Company issued 85,672 common shares in exchange for 259,595 common shares of N. Harris Computer Corporation and 667,013 common shares in exchange for 250,691 common shares of Trapeze Software Inc. The Company amalgamated with Constellation Justice Systems Inc. on March 1, 2002.

Concurrently with the closing of its Initial Public Offering on May 18, 2006, the Company's share capital was reorganized to remove the previously existing series 1 and series 2 common shares, and to redesignate the previously existing series 3 common shares as Common Shares (the "Common Shares").

On October 2, 2013, the Company's shareholders (i) adopted a special resolution authorizing and approving an amendment to the articles of the Company in order to remove the Class A Non-Voting Shares, and (ii) adopted a special resolution authorizing and approving an amendment to the articles of the Company in order to create a new class of preferred shares designated as Class A Preferred Shares ("Preferred Shares"), to be issuable at any time and from time to time at the discretion of the Board of Directors of the Company (the "Board" or the "Board of Directors") in one or more series. Articles of amendment reflecting these changes to the Company's authorized capital were filed on March 28, 2014.

The Company's head and registered office is located at 66 Wellington Street West, Suite 5300 TD Bank Tower, Toronto, Ontario, Canada, M5K 1E6, telephone: (416) 861-2279, Web-site: www.csisoftware.com. The contents of the Company's web-site are not incorporated by reference into this Annual Information Form.

## Intercorporate Relationships

The following list outlines, as at March 31, 2025, each of our material subsidiaries. Unless otherwise indicated, each material subsidiary is owned 100%, either directly or indirectly, by CSI.

| Entity Name | Governing Jurisdiction | Entity Name | Governing Jurisdiction |
|---|---|---|---|
| **Head Office:** | | | |
| Constellation Netherlands Financing B.V. | Netherlands | Crescent Insurance Limited | Bermuda |
| Constellation Software Australia Pty Ltd | Australia | Constellation Software UK Holdco Ltd. | England and Wales |
| Constellation Canadian Holdings Inc. | Ontario | CSI USA Inc. | Delaware |
| Constellation Software Cyprus Financing Ltd. | Cyprus | CSI Ireland Financing Designated Activity Company | Ireland |
| **Volaris Operating Group - Lumine Group Inc. and its subsidaries**** | | | |
| Advantage 360 Software, LLC | USA (California) | PT. Neural Technologies Integrated Solutions | Indonesia |
| Aleyant Spain SL | Spain | Sicap France SAS | France |
| Aleyant Systems, LLC | USA (Illinois) | Sicap India Private Ltd(2) | India |
| A Metering AB | Sweden | SICAP Schweiz AG | Switzerland |
| COLLAB - SOLUÇÕES INFORMÁTICAS DE COMUNICAÇyO E COLABORAÇyO, S.A. | Portugal | Starhome Mach GmbH | Switzerland |
| Flash Networks Ltd. | Israel | Starhome Mach S.à r.l. | Luxembourg |
| Flash Networks Inc | USA (Delaware) | Starhome S.à r.l. | Luxembourg |
| Flash Networks BV | Netherlands | Starhome Ltd. | Israel |
| Flash Networks Singapore Private Limited | Singapore | StarHome B.V. | Netherland |
| Incognito Interactive Limited | Ireland | Symbrio AB | Sweden |
| Incognito Software Systems Inc. | Canada (British Columbia) | Tarantula Asia Pacific Pte Ltd | Singapore |
| Incognito USA Inc. | USA (Delaware) | Tarantula Global Holdings Pte Ltd | Singapore |
| Kansys Inc. | USA (Kansas) | Tarantula.net India Private Limited | India |
| Kansys International Limited | England and Wales | Tarantula.net Limited | England and Wales |
| Lifecycle Software Limited | England and Wales | Telarix Inc. | USA (Delaware) |
| Lumine Group Inc. | Ontario | Telarix Intermediate Holdings, Inc. | USA (Delaware) |
| Lumine Group UK Holdco Ltd. | England and Wales | Telarix Italy S.r.l | Italy |
| Lumine Group US Holdco Inc. | USA (Delaware) | Telarix (M) SDN. BHD. | Malaysia |
| Lumine HoldCo EU A/S | Denmark | Telarix Singapore Pte. Ltd. | Singapore |
| Lumine Holdings Group (Israel) Ltd | Israel | Telepin Software Systems Inc. | Canada (Ontario) |
| MDS CEM Holdings Limited | England and Wales | Tomia Ltd | England and Wales |
| MDS Global Ltd | England and Wales | TransMedia Holdings Limited | England and Wales |
| MACH Clearing Solutions India Private Limited | India | TransMedia Dynamics Limited | England and Wales |
| Mobixell Networks (Israel) Ltd. | Israel | TransMedia Dynamics (Asia) Sdn Bhd | Malaysia |
| Mobixell Networks (Europe) Ltd | England and Wales | TransMedia Dynamics Inc. | USA (Delaware) |
| Morse Holding, Inc. | USA (Delaware) | Ubersmith Inc. | USA (Delaware) |
| Morse Intermediate Holdings, Inc. | USA (Delaware) | Unipier Mobile Ltd. | Israel |
| Netadmin Systems i Sverige AB | Sweden | Vas-X Australia Proprietary Limited | Australia |
| Netengage Ltd. | England and Wales | Vas-X Proprietary Limited | South Africa |
| Neural Technologies Limited | England and Wales | WDS Mobile Limited | England and Wales |
| Neural Technologies Incorporated | USA (Kansas) | Velocix Solutions India LLP | India |
| Neural Technologies GmbH | Germany | Velocix Solutions Limited | England and Wales |
| Neural Technologies (S) Pte Ltd | Singapore | Velocix Solutions Portugal Unipessoal Lda | Portugal |
| Neural Technologies (Hong Kong) Ltd(1) | Hong Kong | Velocix Solutions USA Inc. | USA (Delaware) |
| NT8 Integrated Solutions (Malaysia) Sdn Bhd | Malaysia | Wiztivi SAS | France |
| WideOrbit LLC | USA (Delaware) | Oy Wiztivi Gaming Ltd. | Finland |
| Spatial Software Solutions Ireland Limited | Ireland | WideOrbit Inc. | USA (Delaware) |
| Razorsight Software Solutions US Inc. | USA (Delaware) | Titanium Platform, LLC | USA (Delaware) |
| Critical Path Messaging Co. | British Columbia | Openwave Messaging (Ireland) Limited | Ireland |
| Lumine Software Solutions India Private Limited | India | Openwave Messaging (US) Inc. | USA (Delaware) |
| Lumine Group Software Solutions (Ireland) Limited | Ireland | Lumine Group France SAS | Frane |
| Motive Software Solutions (US) Inc. | Delaware | Lumine Software Solutions India (Digital & Private Mesagin) Private Limited | India |
| NetNumber Canada Inc. | Ontario | Motive Software Solutions Inc. | Ontario |
| NetNumber SIRRAN USA Inc. | Delaware | Motive Software Solutions (UK) Inc. | England and Wales |
| NetNumber York Limited | England and Wales | NetNumber Holding B.V. | Netherlands |
| NetNumber Czech Republic s.r.o | Czech Republic | NetNumber Netherlands B.V. | Netherlands |
| Titanium Software Holdings Inc. | Delaware | NetNumber Germany GmbH | Germany |
| Nihon Synchronoss K.K. | Japan | NetNumber Poland Sp.z.o.o | Poland |
| Openwave Messaging (Spain) SL | Spain | Spatialinfo Inc. | Delaware |
| Synchronoss Technologies S.P.A. | Italy | Openwave Messaging Gmbh | Germany |
| Lumine Group Australia Holdco Pty Ltd. | Australia | Openwave Systems B.V. | Netherlands |
| Synchronoss Technologies Australia Pty Ltd. | Australia | Razorflow Software Solutions Ireland Limited | Ireland |
| Spatial System Sysstem Staff Investment Pty Ltd. | Australia | Spatial Software Solutions Australia Pty Ltd. | Australia |
| Prime Creation Technology International Pte Ltd. | Singapore | Spatial System Nominees Pty Ltd. | Australia |
| PT NT8 Software Solutions Indonesia | Indonesia | Synchronoss Software Australia Pty Ltd. | Australia |
| Teltron Limited | British Virgin Islands | | |

** Constellation Software has an effective interest of 100% of the Super Voting Shares and 61.4% of the Subordinate Voting Shares of Lumine Group Inc.

| Entity Name | Governing Jurisdiction |
|---|---|
| **Volaris Operating Group (excluding Lumine Group Inc. and its subsidiaries):** | |
| Volaris Group Inc. | Ontario |
| Apdata Do Brasil Software Ltda. | Brazil |
| Akuiteo SAS | France |
| SpecTec Group Holdings Limited | Cyprus |
| AEP Ticketing Solutions s.r.l. | Italy |
| WiFiSPARK Limited | England and Wales |
| Across Systems GmbH | Germany |
| Metafile Information Systems Inc. | Minnesota |
| EnvisionWare Inc. | Georgia |
| Decideware, Inc. | California |
| Advanced Management Systems Limited | New Zealand |
| Software Company AMIC Gmbh | Germany |
| Eureka Technology SAS | France |
| Volaris Brasil Tecnologia Ltda. | Brazil |
| Incadea GmbH | Germany |
| Baseplan North America, Inc. | Delaware |
| Baseplan Software Pty Ltd. | Australia |
| Criterions Software, Inc. | Delaware |
| incadea (Beijing) Information and Technology Co. Ltd. | China |
| Windward Software Systems Inc. | British Columbia |
| ASC Automotive Solutions Center Schweiz AG | Switzerland |
| Helm Operations Software Inc. | Ontario |
| Holocentric Pty Ltd. | Australia |
| Grosvenor Systems Limited | England and Wales |
| BBT Software AG | Switzerland |
| Catertrax Inc. | Delaware |
| SpecTec Group Holding Limited | Cyprus |
| SpecTec Spa | Italy |
| SpecTec Ltd. | England and Wales |
| Binary System S.r.l. | Italy |
| Trapeze Software ULC | Alberta |
| TTG Technology (Europe) Limited | England and Wales |
| Trapeze Germany GmbH | Germany |
| Trapeze Switzerland GmbH | Switzerland |
| Trapeze Software Group Inc. | Delaware |
| AssetWorks LLC | Delaware |
| Cultura Technologies LLC | Delaware |
| CourtView Justice Solutions Inc. | Delaware |
| Northpointe Inc. | Delaware |
| Wynne Systems Inc. | California |
| Intempo Software Inc. | Delaware |
| Trapeze Group (UK) Limited | England and Wales |
| Travis Software Inc. | Delaware |
| Portfolio+ Incorporated | Ontario |
| Policy Processing Systems Technology Corporation | Delaware |
| Unique Business Systems Corporation | California |
| FacilityForce, Inc. | Delaware |
| Routematch Software, LLC | Georgia |
| Intellicene Inc. | Delaware |
| Micros South Africa (Pty) Ltd.* | South Africa |
| Brillian Canada Inc. | Ontario |
| Fara AS | Norway |
| Governançabrasil S/A Tecnologia e Gestão em Serviços | Brazil |
| Governançabrasil Sul Tecnologia Ltda. | Brazil |
| Brillian APAC Pty Limited | Australia |
| Lutra Limited | New Zealand |
| GCR Inc. | Louisiana |
| DisplayNote Technologies Limited | Northern Ireland |
| Crealogix AG | Switzerland |
| Policy Processing Systems Technology Corporation | Delaware |
| Innofis ESGM S.L. | Spain |
| Transloc Inc. | Delaware |
| PC Soft Informatique SAS | France |

| Entity Name | Governing Jurisdiction |
|---|---|
| Gallery Systems Inc. | New York |
| SSP Holdings Limited | England and Wales |
| SSP Midco 2 Limited | England and Wales |
| Asset InterTech, Inc. | Texas |
| Aislelabs Inc. | Ontario |
| Four J's Development Tools Inc. | Washington |
| Four J'S Development Tools Europe Limited | Ireland |
| Hospedia Limited | England and Wales |
| Incom SAS | France |
| Global Outsource Services, LLC | Florida |
| Datapro, Inc. | Florida |
| SSP Asia Pacific Pty Limited | Australia |
| Taranto Systems Limited | England and Wales |
| CPR Vision Management Pte Ltd. | Singapore |
| Trapeze-Elgeba GmbH | Germany |
| Trapeze Group Singapore Ltd | Singapore |
| Kinetic Solutions Limited | England and Wales |
| Cultura Technologies Ltd. | England and Wales |
| AdaptIT Holdings Limited* | South Africa |
| SpecTec Group Holdings Limited | Cyprus |
| Softlink Australia Pty Ltd. | Australia |
| PLANit Sweden AB | Sweden |
| Infogate AG | Switzerland |
| Tibersoft Technologies Inc. | Delaware |
| Trapeze Group Asia Pacific Pty Ltd. | Australia |
| Smartrak Australia Pty Ltd. | Australia |
| Smartrak Limited | New Zealand |
| Smartrak Systems Limited | New Zealand |
| Systemtechnik Gmbh | Germany |
| Shipnet USA, Inc. | Delaware |
| Shipnet Asia Pte Ltd. | Singapore |
| The Alpha School System Pty Ltd. | Australia |
| Wellington Computer Systems Limited | Northern Ireland |
| Intranote A/S | Denmark |
| Charity Dynamics, Inc. | Delaware |
| Imperial Civil Enforcement Solutions Limited | England and Wales |
| Saatmann Gmbh & Co. KG | Germany |
| Bibliocommons Corp. | Ontario |
| Tribute Inc. | Ohio |
| Motiondata Vector Software Gmbh | Austria |
| Motiondata Vector Deutschland Gmbh | Germany |
| Motiondata Vector Schweiz Gmbh | Switzerland |
| Medaptus Solutions Inc. | Delaware |
| Monteiro Braga Informatica Ltda. | Brazil |
| Software Solutions Partners Africa (Propreitary) Limited | South Africa |
| Adapt IT (Pty) Ltd.* | South Africa |
| Pcentra Ltd | Israel |
| Sansio Inc. | Delaware |
| Bravura Security Inc. | Alberta |
| Intellicene Israel Private Limited | Israel |
| Advanced Computer Technologies, LLC | Alabama |
| RouteVision Services B.V. | Netherlands |
| Quarzo Sistemas, S.A. | Costa Rica |
| ClickDimensions, LLC | Georgia |
| WennSoft Inc. | Delaware |
| Vencora UK Limited | England and Wales |
| Nathan Grace Holdings Limited | England and Wales |
| CREALOGIX Holding AG | Switzerland |
| Modaxo Traffic Management USA Inc. | Delaware |
| Crealogix (Deutschland) GmbH | Germany |
| Metadados Assessoria e Sistemas Ltda | Brazil |
| 4D SAS | France |

* Constellation Software has an effective interest of 73.93% in Adapt IT.

| Entity Name | Governing Jurisdiction |
|---|---|
| **Harris Operating Group:** | |
| N. Harris Computer Corporation | Ontario |
| PG Solutions Inc. | Canada |
| PG Govern Inc. | Canada |
| Medisolution (2009) Inc. | Canada |
| Cogsdale Corporation | Canada |
| Harris Systems USA Inc. | Delaware |
| Harris Local Government Solutions, Inc. | Delaware |
| Connecture, Inc. | Delaware |
| Computer Software Innovations, Inc. | Delaware |
| Manatron, Inc. | Delaware |
| Delta Computer Systems Inc. | Mississippi |
| Gateway Electronic Medical Management Systems Inc. | Delaware |
| Digichart, Inc. | Delaware |
| Mitchell & McCormick Inc. | Georgia |
| Acceo Solutions, LP. | Ontario |
| Acceo Solutions Inc. | Canada |
| Acceo Technologies Inc. | Canada |
| Acceo Solutions Limited | England and Wales |
| Onhand Schools, Inc. | Pennsylvania |
| Media-X Systems Inc. | Canada |
| JR3 Websmart, LLC | Texas |
| MEDfx Corporation | Rhode Island |
| Gtechna USA Corporation | Delaware |
| Accovia France S.A.R.L. | France |
| Creditron Canada, Inc. | Ontario |
| Morcare, LLC | Illinois |
| Systems & Software Inc. | Vermont |
| Harris (US) Computer LLC | Delaware |
| Quintessential School Systems | California |
| Prosoft Technologies Inc. | Pennsylvania |
| Iatric Systems, Inc. | Delaware |
| Picis Clinical Solutions Inc. | Delaware |
| SmartCOP Inc. | Florida |
| Capital Computer Associates Inc. | New York |
| QuadraMed Corporation | Delaware |
| QuadraMed Canada Corporation | Nova Scotia |
| Syscon Justice Systems Canada Inc. | British Columbia |
| TAC 10 Inc. | Iowa |
| Caretracker Inc. | Delaware |
| InterAct911 Corporation | Delaware |
| I.M.D Parent Ltd. | Israel |
| I.M.D Soft Ltd. | Israel |
| I.M.D Soft Inc. | Nevada |
| Harris Computer Germany Gmbh | Germany |
| Salar Inc. | Maryland |
| SIV Utility Service Gmbh | Germany |
| IMDSoft Gmbh | Germany |
| SIV- Service für Informationsverarbeitung Aktiengesellschaft | Germany |
| SIV BG EOOD | Bulgaria |
| First Pacific Corporation | Oregon |
| DestinationRx Inc. | Delaware |
| Everwin Holdings SAS | France |
| Everwin SAS | France |
| Everwin Groupe SAS | France |
| Dynatouch Corporation | Texas |
| Commerce Decisions Limited | England and Wales |
| K2 Medical Systems Holding Limited | England and Wales |
| K2 Medical Systems Limited | England and Wales |
| Clinical Computer Systems, Inc. | Illinois |
| CCSI, Global Inc. | Illinois |
| La Société Informatique de Gestion Maintenance Assistance (S.I.G.M.A.) | France |
| Bizmatics, Inc. | California |
| Ingenious Med, Inc. | Georgia |
| Jobillico, Inc. | Quebec |
| Globys, Inc. | Delaware |
| New Ultimate Billing, LLC | New York |
| Infocon Corporation | Pennsylvania |
| Just Associates Inc. | Colorado |
| eScholar LLC | New York |
| Altera Digital Health Inc. | Delaware |
| Allscripts Healthcare (IT) UK Ltd. | England and Wales |
| Allscripts (India) LLP | India |
| Allscripts Healthcare IT (Singapore) PTE Ltd. | Singapore |
| Allscripts Healthcare IT (Australia) PTY. LTD. | Australia |
| dbMotion Ltd. | Israel |
| AixConcept Gmbh | Germany |
| Mid America Computer Corporation | Nebraska |
| Capitol Appraisal Group, LLC | Texas |
| Global Soft SAS | France |
| Azur Soft SAS | France |
| Sweda Canada Inc. | Canada |
| Altera Canada Corporation | Canada |
| Altera Managed Services LLC | Delaware |
| Questline Inc. | Ohio |
| Internet Filing (Pty) Ltd. | South Africa |
| Modyo Chile SpA | Chile |
| MEDHOST, Inc. | Delaware |
| MEDHOST Direct, Inc. | Tennessee |
| MEDHOST of Tennessee, Inc. | Tennessee |
| Abilis Solutions Corp. | Maine |
| MEDTeam Solutions, Inc. | Delaware |
| SirsiDynix Pty Ltd | Australia |
| Scholar L.P. | Ontario |

| Entity Name | Governing Jurisdiction |
|---|---|
| **Jonas Operating Group:** | |
| Gary Jonas Computing Ltd. | Canada |
| Jonas Software USA LLC | Delaware |
| Jonas Software NZ Limited | New Zealand |
| SMS Software Holdings LLC | Delaware |
| Diamond Touch Inc. | Texas |
| Greycon Limited | England and Wales |
| Greycon North America Inc. | Alabama |
| Happen Business Pty Ltd. | Australia |
| Jonas Computing (UK) Ltd. | England and Wales |
| Youbill, Inc. | Pennsylvania |
| Automatic Netware Limited | Ireland |
| London & Zurich Limited | England and Wales |
| 97 Display LLC | North Carolina |
| CRB Solutions Limited | Scotland |
| Innosoft Canada Inc. | Ontario |
| Computrition Inc. | California |
| Gladstone Limited | England and Wales |
| EZ Facility Inc. | Delaware |
| Gladstone MRM Limited | England and Wales |
| Jonas Fitness Inc. | Delaware |
| Kestral Computing Pty Limited | Australia |
| Shortcuts Software Pty Limited | Australia |
| Magic Pulse Ltd. | New Zealand |
| Shortcuts Software (UK) Limited | England and Wales |
| Shortcuts Software Inc. | Delaware |
| Salon Software Solutions Limited | England and Wales |
| Kitomba Australia Pty Ltd. | Australia |
| MCR Systems Limited | England and Wales |
| Resolve Software Group Pty Ltd. | Australia |
| Cunningham Cash Registers Limited | England and Wales |
| Ineo Intermediate Holdings LLC | Delaware |
| Ineo LLC | Colarado |
| Ineo Management LLC | Florida |
| Ineo Financial Solutions, LLC | Colarado |
| Ineo Tax Services, LLC | Connecticut |
| Easit, AB | Sweden |
| Jonas Collection and Recovery Inc. | Delaware |
| Magalink S.A. | Uruguay |
| GXC S.A. | Uruguay |
| AMT-Sybex (Software) Limited | Ireland |
| AMT-Sybex Limited | England and Wales |
| Lean Software Services, Inc. | Ontario |
| Common Cents Solutions Inc. | Mississippi |
| XN Leisure Systems Limited | England and Wales |
| Bluestar Software Limited | England and Wales |
| InReach LLC | Delaware |
| Impos Solutions International Pty Ltd. | Australia |
| Uniware Systems Limited | England and Wales |
| Jonas Holdings LLC | Delaware |
| JJJ & H Inc. | Florida |
| Data-Basics Inc. | Ohio |
| Hellenic Systems Ltd. | England and Wales |
| Tangerine Global, LLC | California |
| GMH Systems Pty Ltd. | Australia |
| Constellation Payment Processing USA Inc. | Nevada |
| Vesta Merchant Services Limited | England and Wales |
| Cora Premier Holdco Inc. | Delaware |

| Entity Name | Governing Jurisdiction |
|---|---|
| **Vela Operating Group:** | |
| Emphasys Computer Solutions, Inc | Michigan |
| acQuire Technology Solutions Pty Ltd | Australia |
| Aurum Software Ltda. | Brazil |
| Proenco AS | Norway |
| Metech Holding Pty Ltd. | Australia |
| Application Oriented Designs Inc. | Florida |
| Sympro Inc. | California |
| Friedman Corporation | Illinois |
| Friedman Software Canada Inc. | Ontario |
| Varsity Logistics Inc. | California |
| Vela Software International Inc. | Ontario |
| Vela Software Ireland Limited | Ireland |
| Markinson Business Solutions Pty Ltd. | Australia |
| Markinson Software Solutions Pty Ltd. | Australia |
| Markinson Services Pty Ltd. | Australia |
| Juniper Consulting, S.L. | Spain |
| ASA Automotive Systems Inc. | Delaware |
| A&W Software GmbH | Germany |
| Freestyle Software Inc | Delaware |
| Nedsense Nedgraphics B.V. | Netherlands |
| NedGraphics Inc. | Delaware |
| Megabus Software Pty Ltd. | Australia |
| Datamine Corporate Limited | England and Wales |
| Datamine International Limited | England and Wales |
| Datamine Africa (Pty) Limited | South Africa |
| CAE Datamine Peru S.A. | Peru |
| Computer Engineering Inc. | Missouri |
| IN2 d.o.o. | Croatia |
| IGEA d.o.o | Croatia |
| Optitex Ltd. | Israel |
| IN2data d.o.o. | Croatia |
| Datamine Australia Pty Ltd. | Australia |
| Petrosys Pty Ltd. | Australia |
| Juniper Technologies Corporation | Florida |
| Future Business Systems Pty. Ltd. | Australia |
| Tecplot Inc. | Washington |
| Halcom d.d. | Slovenia |
| Atex Pty Ltd. | Australia |
| Atex Media Limited | England and Wales |
| Polopoly AB | Sweden |
| Atex Global Media S.a.r.l. | France |
| Atex Media Command AB | Sweden |
| Privredno drustvo Halcom a.d. | Serbia |
| Novatech AS | Norway |
| Financial Risk Solutions Limited | Ireland |
| Apparel 21 Pty Ltd. | Australia |
| TPF Software Inc. | New Jersey |
| Icorp S.A. | Uruguay |
| Tensibur S.A. | Uruguay |
| ProShip Inc. | Delaware |
| FACTON Gmbh | Germany |
| FACTON Inc. | Delaware |
| Kurier Tecnologia Em Informacao S.A. | Brazil |
| Compusense Inc. | Ontario |
| CrescentOne, Inc. | Delaware |
| Reprise Software, Inc. | Delaware |
| Infinity Software Inc. | Delaware |
| RayenSalud SpA | Chile |
| Independent Solutions Pty Ltd. | Australia |
| Datamine Brasil Solucoes em Technologia Ltda. | Brazil |
| PT Datamine Software Indonesia | Indonesia |
| Vela Netherlands Holding B.V. | Netherlands |
| Ricardo Simulation Inc. | Michigan |
| Logan Systems, Inc. | North Carolina |
| ITS Computing Limited | England and Wales |
| Asesorias Computacionales NeoSoft SpA | Chile |
| 3Q Holdings Limited | Australia |
| AutoPlay Automotive Ltd | New Zealand |
| Synergex International Corporation | California |
| Triquestra New Zealand Limited | New Zealand |
| PW Holdings Germany Gmbh | Germany |
| TODO1 Services Inc. | Delaware |
| Geovariances SAS | France |
| Aurum Softmatic Ltda. | Brazil |
| Engineering Physics Services Inc. | Texas |
| Libusoft CICOM d.o.o. | Croatia |
| IGEA d.o.o. | Croatia |
| Qmuzik Technologies (Pty) Ltd. | South Africa |
| AS Sistemas de Informatica Ltda. | Brazil |
| ACESSÓRIAS SOLUÇÕES INTELIGENTES LTDA. | Brazil |
| Jettax Tecnologia e Serviços Online Ltda. | Brazil |
| Sodep Sistemas Ltda. | Brazil |
| Greatsoft (Pty) Ltd. | South Africa |
| Interica Limited | England and Wales |
| Envirosoft Corporation | Alberta |
| SysArc Informatix Private Limited | India |
| Cibar Inc. | Colorado |
| ASP Global Services, Inc. | California |
| Optiwork AG | Switzerland |
| Sym-Pac Solutions Pty Ltd. | Australia |
| Autoi Limited | New Zealand |
| Giftsoft LLC | Delaware |
| Ikon Parent Limited | England and Wales |

| Entity Name | Governing Jurisdiction |
|---|---|
| **Perseus Operating Group:** | |
| Constellation Homebuilder Systems Inc. | Delaware |
| Perseus Group Software Corp. | Ontario |
| CAKE Software Inc. | Delaware |
| C Systems Software Inc. | Texas |
| G1440 Inc. | Delaware |
| Z57, Inc. | California |
| Clinical Computing Inc. | Ohio |
| Dealer Information Systems Corporation | Washington |
| Majiq Inc. | Delaware |
| POMS Corporation | Delaware |
| Ideal Computer Systems Inc. | Iowa |
| Constellation Web Solutions Inc. | Delaware |
| Quantitative Medical Systems, Inc. | California |
| IDS Software Inc. | North Carolina |
| Zurple, Inc. | Delaware |
| Ibcos Holding Limited | England and Wales |
| Constellation Enterprise Online Inc. | Delaware |
| Tune, Inc. | Delaware |
| Constellation Mortgage Solutions Inc. | Delaware |
| Charter Software Solutions Inc. | Delaware |
| Selectapension (2013) Limited | England and Wales |
| Selectapension Limited | England and Wales |
| Constellation R.O. Writer Inc. | Delaware |
| Contour Software (Private) Limited | Pakistan |
| Top Producer Software Corp. | Ontario |
| ReverseVision, Inc. | Delaware |
| Winklevoss Technologies, LLC. | Delaware |
| Perseus Pension Valuation Group L.P. | Ontario |
| Optimal Blue LLC | Texas |
| Dark Matter Technologies LLC | Delaware |
| Constellation Data Solutions Inc. | Delaware |
| Auto-IT Australia Pty Ltd | Australia |

| Entity Name | Governing Jurisdiction |
|---|---|
| **Topicus.com Operating Group* :** | |
| Topicus com Inc ** | Ontario |
| Topicus com Cooperatief U.A. | Netherlands |
| Total Specific Solutions (TSS) B.V. | Netherlands |
| TSS Europe B.V. | Netherlands |
| TSS Management B.V. | Netherlands |
| ACA Groep Holdings B.V. | Netherlands |
| ACA Fashion Software B.V. | Netherlands |
| Notarissoftware Nederland B.V. | Netherlands |
| Baratz Servicios de Teledocumentacion S.A. | Spain |
| KZA B.V. | Netherlands |
| PharmaPartners B.V. | Netherlands |
| H.I. Systems B.V. | Netherlands |
| PinkRoccade Healthcare B.V. | Netherlands |
| PinkRoccade Healthcare Gezondheidszorg B.V. | Netherlands |
| PinkRoccade Local Government B.V. | Netherlands |
| Bluenj B.V. | Netherlands |
| Stadsbeheer B.V. | Netherlands |
| Kred'IT B.V. | Netherlands |
| Quantaris B.V. | Netherlands |
| Vicrea Solutions B.V. | Netherlands |
| NCCW B.V. | Netherlands |
| Itris B.V. | Netherlands |
| Magenta Multimedia Tools B.V. | Netherlands |
| Niveo B.V. | Netherlands |
| Prequest Nederlands B.V. | Netherlands |
| Accountancy Portal Solutions B.V. | Netherlands |
| Windex Bedrijfssoftware B.V. | Netherlands |
| Emergo Systems B.V. | Netherlands |
| Cosoluce SAS | France |
| Heliantis SAS | France |
| Infoflex Data AB | Sweden |
| Probandel Gmbh | Germany |
| Forsikringens DataCenter A/S | Denmark |
| Total System Development B.V. | Netherlands |
| KMO Solutions B.V. | Netherlands |
| Notubiz Nederland B.V. | Netherlands |
| Notuleerservice Nederland B.V. | Netherlands |
| NotuBiz Belgium bvba | Belgium |
| Hercules Social Housing B.V. | Netherlands |
| Divide B.V. | Netherlands |
| Mediamaestro Oy | Finland |
| Ergovia Gmbh | Germany |
| SpraakLab B.V. | Netherlands |
| Tri-ennium Software B.V. | Netherlands |
| Total Specific Solutions Germany GmbH | Germany |
| Civity B.V. | Netherlands |
| OneTrail B.V. | Netherlands |
| Nostradamus ICT B.V. | Netherlands |
| Square Information Solutions B.V. | Netherlands |
| Microcash Retail B.V. | Netherlands |
| Vlot Systemen B.V. | Netherlands |
| Quality Positioning Services (Q.P.S.) B.V. | Netherlands |
| QPS Canada Inc. | New Brunswick |
| Quality Positioning Services Inc. | Delaware |
| BCT Holding B.V. | Netherlands |
| Dynamic Software D.S. N.V. | Belgium |
| IDT Capture B.V. | Netherlands |
| BCT Deutschland Gmbh | Germany |
| BCT B.V. | Netherlands |
| Oravision B.V. | Netherlands |
| Pro/Future B.V. | Netherlands |
| BCT bv | Belgium |
| Alcuin Software SAS | France |
| Datamed SA | Switzerland |
| Ofimatica TSS S.L. | Spain |
| RTS Remote Terminal System Srl | Italy |
| FDT-System AB | Sweden |
| TSS Denmark ApS | Denmark |
| Helios Auto ApS | Denmark |
| Helios Auto AS | Norway |
| Schilling ApS | Denmark |
| isp-insoft Gesellschaft für Entwicklung und Vertrieb individueller Software GmbH | Germany |
| GeoSoftware C.V. | Netherlands |
| GeoSoftware B.V. | Netherlands |
| Geosoftware LLC | Delaware |
| Algardata - Sistemas Informaticos, S.A. | Portugal |
| Airdesk Unipessoal Ltda. | Portugal |
| Gesinf S.r.l. | Italy |
| Geoactive Ltd. | Scotland |
| RiskSpectrum AB | Sweden |
| Total Specific Solutions (TSS) , Unipessoal Ltda. | Portugal |
| Ubika Holding SAS | France |
| UBIKA SAS | France |
| Intramed B.V. | Netherlands |
| Transport en Automotive Network Systems (T.A.N.S.) B.V. | Netherlands |
| Scope Solutions AG | Switzerland |
| Sygnity S.A.*** | Poland |
| Sygnity Business Solutions S.A.*** | Poland |
| Geomar S.A. w Upadlosci*** | Poland |
| PINK ZLC B.V. | Netherlands |
| TTE-Europe Gmbh | Germany |
| V-D-V Gmbh | Germany |
| Alfa Automatisering B.V. | Netherlands |
| Beedr Software B.V. | Netherlands |
| Prima Solutions SAS | France |
| Solare IT BELUX SA | Belgium |
| Irish Medical Systems (Holdings) Ltd. | Ireland |
| Integrated Medical Solutions Limited | England and Wales |
| Irish Medical Systems (Computers) Limited | Ireland |
| SC IMS MAXIMS SRL | Romania |
| Alvic Peru S.A.C. | Peru |
| Go Process SAS | France |
| Deal Informatique SAS | France |
| Planilog SAS | France |
| Aviva Voice Systems and Services, S.L. | Spain |
| Inovar +AZ Sistemas de informação, Ltda. | Portugal |
| Delta Informatica S.r.l. | Italy |
| 2factors B.V. | Netherlands |
| Advisor Software Solutions B.V. | Netherlands |
| Five Degrees ehf. | Iceland |
| TSS Norge Holding AS | Norway |
| Topicus Vietnam LLC | Vietnam |
| Digibus, S.L.U. | Spain |
| A6 Conseil Methodes Organisation SAS | France |
| Primeur France SAS | France |
| TSS Next Srl | Italy |
| Primeur Suisse SA | Italy |
| Primeur Corporation | United States |
| Primeur Italy Srl | Italy |
| Ivido B.V. | Netherlands |
| Glasof Informatica S.L. | Spain |
| FRUEHTSYSTSTEMS S.L. | Spain |
| Dot.Cy Hellas IKE | Greece |
| Sofinn Italia S.r.l. | Italy |
| Creative Information Technology SAS | France |
| ExpertDoc B.V. | Netherlands |
| CS Bidco B.V. | Belgium |
| Budimex S.A. Sygnity S.A. sp.j.*** | Poland |
| Sygnity Holding International sp. z o.o.*** | Poland |
| Edrana SIA*** | Latvia |
| Buypass AS | Norway |
| C.I.C. Software GmbH | Germany |
| SemaForge AG | Switzerland |

| Entity Name | Governing Jurisdiction |
|---|---|
| **Topicus.com Operating Group* :** | |
| Topicus.com Inc ** (continued) | Ontario |
| Topicus.com Cooperatief U.A. (continued) | Netherlands |
| TSS Nordic AB | Sweden |
| Ping Pong AB | Sweden |
| Evolution Commerce | Sweden |
| M.Soft, S.A.U. | Spain |
| Prek Service AB | Sweden |
| Felix Informatique SAS | France |
| TSS Finland Oy | Finland |
| Arter Oy | Finland |
| Futunio Oy | Finland |
| Metamicro SAS | France |
| Salvia Holding SAS | France |
| Salvia Developpement SAS | France |
| SRCI SAS | France |
| Alteva SAS | France |
| Technidata SAS | France |
| Technidata France SAS | France |
| Services Technidata Canada Inc. | Quebec |
| Technidata Medical Software Engineering GmbH | Germany |
| Technidata America Medical Software LLC | Arizona |
| Technidata UK Ltd. | England and Wales |
| Technidata Benelux B.V. | Netherlands |
| Technidata Italia Srl | Italy |
| Technidata Asia | Phillippines |
| Technidata Inc. | Phillippines |
| Technidata Ltd. | Hong Kong |
| wiko Software GmbH | Germany |
| Yonder Nederland B.V. | Netherlands |
| Yonder SRL | Romania |
| TPCS Holding B.V. | Netherlands |
| Topicus.com B.V. | Netherlands |
| Topicus Management B.V. | Netherlands |
| TSS France SAS | France |
| Biomedical Data Solutions Ltd. | England and Wales |
| Sanguin International Inc | Connecticut |
| Spyro Software S.L.U. | Spain |
| A.P. SYSTEM S.r.l. | Italy |
| Nextip S.r.l. | Italy |
| Tribofilm SAS | France |
| IQDoQ Gmbh | Germany |
| Dobrick + Wagner Softwarehouse Gmbh | Germany |
| Easysoft, Gmbh | Germany |
| TSS Deutschland Gmbh | Germany |
| TSS Blue Dynasty Holding ehf. | Iceland |
| dk Hugbunaour ehf | Iceland |
| Nextip Network Communications S.r.l. | Romania |
| Topicus Onderwijs Holding B.V. | Netherlands |
| DEDACT B.V. | Netherlands |
| Topicus Security B.V. | Netherlands |
| Adapt Informatique SAS | France |
| Topicus Finance B.V. | Netherlands |
| Topicus Finance Holding B.V. | Netherlands |
| TSS Prime Oy | Finland |
| Passfield Data Systems Limited | England and Wales |
| TSS Blue Youth Holding sp.z o.o. | Poland |
| Simple S.A. | Poland |
| Topicus B.V. | Netherlands |
| Topicus Zorg Holding B.V. | Netherlands |
| Calculus Software B.V. | Netherlands |
| Proigia B.V. | Netherlands |
| Topicus Healthcare B.V. | Netherlands |
| Simplo Invest sp.zo.o. | Poland |
| Medinet Systemy Informatyczne sp.zo.o | Poland |
| Topicus Overheid Holding B.V. | Netherlands |
| Topicus Overheid B.V. | Netherlands |
| Topicus Education B.V. | Netherlands |
| Fortion Holding B.V. | Netherlands |
| Topicus Ambulancezorg B.V. | Netherlands |
| GS Holding B.V. | Netherlands |
| Geosoftware Holdings Inc. | Ontario |
| Geosoftware LP | Ontario |
| GS GP Holdings Inc. | Ontario |
| Geosoftware Sdn. Bhd. | Malaysia |
| PT Geosoftware Indonesia | Indonesia |
| Geosoftware Technology Services (Beijing) Co., Ltd. | China |
| Total Specific Solutions Spain S.L.U. | Spain |
| Systeme Conseils Etudes Produits Informatiques Appliques SAS | France |
| TSS Italy | Italy |
| Sicon Limited | England and Wales |
| Lusoinfo II Multimedia S.A. | Portugal |
| Waer Systems Limited | England and Wales |
| Convenient B.V. | Netherlands |
| TSS France Bideo 1 SAS | France |
| Fashion ERP Europe B.V. | Netherlands |
| Empire Top Holding B.V. | Netherlands |
| Empire Holding B.V. | Netherlands |
| Pantheon Automatisering B.V. | Netherlands |
| Dresden Informatik Gmbh | Germany |
| g.on experience Gmbh | Germany |
| Topicus Onderwijs Eduarte B.V. | Netherlands |
| Anook Management Software, S.A.U. | Spain |
| Prima Solutions Inc. | Quebec |
| Edubox, S.A. | Portugal |
| Solare IT France SAS | France |
| Mobil Information Systems Limited | Ireland |
| Mobil Information Systems UK Limited | England and Wales |
| Copernicus Interchange Technology B.V. | Netherlands |
| TSS Centelles S.L. | Spain |
| Servicomput S.A.U. | Spain |
| Development Factory & Research S.L.U. | Spain |
| Development Factory & Research Colombia S.A.S. | Columbia |
| Total Specific Solutions Domus S.L. | Spain |
| Distribucion de Sistemas y Consulting Informatico S.L. | Spain |
| Paralax Holding B.V. | Netherlands |
| Paralax B.V. | Netherlands |
| System Service S.r.l. | Italy |
| SoftSystem Software Systeme Dunkel GmbH | Germany |
| Systementwicklung & Informationstechnologie | Germany |
| TS Blue Trinity Holding ehf. | Iceland |
| AS Systems OOD | Bulgaria |
| Hi Tech Mobility AS | Norway |
| Five Degrees Holding B.V. | Netherlands |
| Five Degrees Neo B.V. | Netherlands |
| Five Degrees Solutions B.V. | Netherlands |
| Five Degrees Portugal Unipessoal Ltda. | Portugal |
| Alternative Earth Software Limited | England and Wales |
| Pantadat Srl | Italy |
| e-Loo B.V. | Netherlands |
| Primeur Espana SA | Spain |
| JetLab Srl | Italy |
| Ghibli Innovation Sarl | Tunisia |
| B. Rekencentra N.V. | Belgium |
| Total Specific Solutions Yuste, S.L. | Spain |
| Dot.Cy Developments Limited | Cyprus |
| DOTCY DMCC | Dubai |
| Creative Information Technology SAS | France |
| iSOFT Nederland B.V. | Netherlands |
| AX Innovation Limited | England and Wales |
| Procomp Solutions Oy | Finland |
| Emtal sp. z o.o.*** | Poland |
| Edrana Baltic UAB*** | Lithuania |
| Sagra Technology sp. z.o.o. | Poland |
| Buypass Payment AS | Norway |

* Constellation Software, owns 100% of the Super Voting Shares, 48.6% of the subordinate voting shares of Topicus.com Inc, the parent company of the Topicus.com Operating Group. Constellation Software Inc. also owns 0.1% of the Ordinary Units of Topicus.com Cooperatief U.A.

** Topicus.com Inc. owns 63.9% of the Ordinary Units of Topicus.com Cooperatief U.A.
***Topicus.com Cooperatief has an effective ownership of 72.68% in Sygnity.

## GENERAL DEVELOPMENT OF THE BUSINESS

### Overview

Constellation Software Inc. is a global provider of enterprise software solutions serving a variety of distinct vertical markets.

Effective in 2020, we have aggregated our six operating groups into one reportable segment, consistent with the objectives and basic principles of IFRS 8.

As at March 31, 2025, the vertical markets in which we participate include:

- Public transit operators
- Para transit operators
- School transportation
- Non-emergency medical
- Ride share
- Local government
- Agri-business
- Marine asset management
- Communications
- Education
- Fashion retail
- Home and community care
- Retail management and distribution
- Automotive
- Small and medium sized businesses
- Creative agencies
- Event management
- Manufacturing plant performance
- Quality management
- Private clubs and daily fee golf courses
- Construction
- Aerospace
- Health clubs
- Moving and storage
- Metal service centers
- Attractions
- Leisure centers
- Human resources and payroll
- Radiology and laboratory information systems
- Product licensing
- Tire distribution
- Housing finance agencies
- Tour operators
- Design and welding
- Legal
- Industrial distribution
- Asset management
- Fleet and facility management
- District attorney
- Taxi dispatch
- Benefits administration
- Insurance
- Collections management
- Water utilities
- Credit unions
- Financial services
- Pharmacies
- County systems
- Public housing authorities
- Accountancy
- Property management
- Commercial printing
- Distillery
- Advertising and marketing
- Real estate brokers and agents
- Lease management
- Winery management
- Buy here pay here dealers
- RV and marine dealers
- Pulp and paper manufacturers
- Agriculture equipment dealers
- Outdoor equipment dealers
- Ombudsman
- Healthcare electronic medical records
- Pharmaceutical and biotech manufacturers
- Marinas
- Salons and spas
- Municipal treasury and debt systems
- Auto clubs
- Textiles and apparel
- Logistics
- Public libraries
- Municipal systems
- School administration
- Public safety
- Healthcare
- Rental
- Electric utilities
- Court
- School and special library
- Drink distribution
- Notaries
- Long-term care
- Research management
- Not-for-profit organizations
- Catering
- Food services
- Horticulture
- Hospitality
- Project management
- Compliance
- Window manufacturers
- Cabinet manufacturers
- Made-to-order manufacturers
- Window and other dealers
- Multi-carrier shipping
- Supply chain optimization
- Multi-channel distribution
- Wholesale distribution
- Homebuilders
- Third party logistics warehouse management systems
- Grocery
- Association management
- Mining
- Publishing
- Oil and gas
- Aviation
- Speech recognition

| | | |
|---|---|---|
| Trade unions | Computerized maintenance management systems | Defense |
| Customer loyalty | Human capital | Auctions |
| Call Centers | Church and religion | Cinema management and ticketing |
| Data management | Elevator | Engineering |
| Enterprise resource planning | Marketplace | Product development |
| Safety management | Sensory and research | Student information systems |
| Airport | Arts and culture | Automated explosives tracking |
| Convenience store distribution | Document management | Engineering and simulation |
| ESG | Information services | Membership and associations management |
| Project cost and performance management | Risk management | Software development |
| Speech recognition | Trucking | Veterinary |
| Aviation | Daycare | Dealer |
| Delivery | E-invoicing | Energy |
| Field Service | Forestry | Marketing |
| Metals | Mortgage | Parking |
| Pension | Restaurant | Artificial intelligence |
| Contact centres | Convenience store distribution | Data imaging |
| Gaming | Language | Loyalty |
| Performance management | Revenue cycle management | Security |

**Acquisitions**

During the year ended December 31, 2024, the Company completed a number of acquisitions for aggregate cash consideration of $1,347 million, cash holdbacks of $360 million, and contingent consideration with an estimated fair value of $85 million, resulting in total consideration of $1,792 million.

*Topicus.com Inc.:*

On December 31, 2013, the Company acquired 100% of the shares of Netherlands based Total Specific Solutions (TSS) B.V. ("TSS"). TSS is one of the largest vertical market software ("VMS") businesses based in the Netherlands, with offerings for the general practitioner, pharmacy, long term care, mental care, property tax and civil affairs markets. It also owns several non-VMS businesses, primarily involved in information technology services. Total consideration for the transaction was €240 million before adjusting for net tangible asset adjustments and claims under the representations and warranties of the purchase and sale agreement. The Company filed a business acquisition report on Form 51-102F4 in respect of the acquisition of TSS on March 6, 2014. On December 23, 2014, in accordance with the terms of the purchase and sale agreement for the TSS acquisition, the sellers of TSS along with certain members of TSS' executive management team (collectively, the "Minority Owners" or the "Joday Group") entered into a members agreement with CSI (the "Members Agreement") pursuant to which the Minority Owners acquired 33.29% of the voting interests in Constellation Software Netherlands Holdings Cooperatief U.A. (the "Coop"). Proceeds from this transaction in the amount of €39.4 million (US$48.5 million) were utilized to repay, in part, a term loan facility obtained for the purpose of funding the TSS acquisition. In accordance with IFRS, 100% of the financial results for TSS are included in the consolidated financial results of the Company. Prior to January 5, 2021, each of the Minority Owners had the right, at any time, to exercise a put option to sell all or a portion of their interests in the Coop back to CSI for an amount calculated in accordance with a valuation methodology described within the Members Agreement. Accordingly, the Company classified the proceeds from the Members Agreement as a liability. The

main valuation driver in such calculation is the maintenance and other recurring revenue of the Coop. Upon the exercise of a put option, Constellation would have been obligated to redeem up to 33.33% of the Minority Owners' interests that were subject to the put, no later than 30 business days from the date the notice was received (classified as a current liability), and up to 33.33% on each of the first and second anniversaries of the date the first redemption payment was made. Commencing at any time after December 31, 2023, CSI was entitled to exercise a call option to purchase all of the Minority Owners' interests in the Coop, for an amount calculated in accordance with a valuation methodology described within the Members Agreement. Upon exercise of the call option, the full purchase price would have been paid within 30 business days of the notice date, following which the Minority Owners' membership in the Coop would be terminated. There was a valuation premium if the call option was exercised versus the put option.

On January 4, 2021 (in anticipation of the acquisition of Topicus.com B.V. ("Topicus B.V.") described further below), the Company's subsidiary, the Coop, which principally held the TSS Operating Group, completed a corporate reorganization. In conjunction with the reorganization, the following steps were completed:

- The Coop changed its name to Topicus.com Coöperatief U.A. ("Topicus Coop").
- The Company exchanged its existing equity interest in Topicus Coop for an equity interest in Topicus.com Inc. and Topicus.com Inc. became the new parent company of Topicus Coop. The Company received 39,412,385 preferred shares and 39,412,385 subordinate voting shares of Topicus.com Inc. The preferred shares were convertible into subordinate voting shares of Topicus.com Inc. at a rate of 1:1.
- Topicus.com Inc. had 39,412,385 subordinate voting shares outstanding on January 4, 2021. The Company distributed 39,412,367 of the subordinate voting shares to its common shareholders pursuant to the dividend-in-kind and continued to hold 18 subordinate voting shares.
- The Company holds 1 super voting share of Topicus.com Inc. The super voting share entitles the holder to that number of votes that equals 50.1% of the aggregate number of votes attached to all the outstanding super voting shares and subordinate voting shares of Topicus.com Inc. As a result, the Company controls Topicus.com Inc. and will consolidate its financial position and results of operations with Topicus.com Inc. The Company reflects a non-controlling interest held by other parties.

On May 20, 2020, the Company entered into a binding agreement, subject to certain closing conditions, with IJssel B.V. (the "Seller") to purchase 100% of the shares of Topicus B.V., a Netherlands-based diversified vertical market software provider. On January 5, 2021, the Company completed this transaction. Annual gross revenues of Topicus B.V. for 2019 were approximately €101 million and total tangible assets at December 31, 2019 were approximately €7 million. In connection with the acquisition the Company paid cash of €133.6 million. Furthermore, Topicus Coop issued 5,842,882 preferred units of Topicus Coop to the Seller for an initial subscription price of €83.8 million plus an additional subscription amount of €27.6 million which will be owed by the Seller to Topicus Coop and payable to Topicus Coop under certain conditions. Topicus Coop also issued 5,842,882 ordinary units of Topicus Coop to the Seller. The aggregate estimated total consideration was €217.4 million. Under certain conditions, the preferred units were retractable at the option of the holder for a retraction price of approximately €19.06 per unit and were classified as a liability on the balance sheet of Topicus.com Inc. and the Company. The preferred units were also convertible into ordinary units of Topicus Coop at a conversion ratio of 1:1 and the ordinary units are exchangeable for Topicus.com Inc. subordinate voting shares at a conversion ratio of 1:1. The preferred unit holders were also entitled to a fixed annual cumulative dividend of 5% per annum. On February 1, 2022, the preferred units were converted to ordinary units of Topicus Coop.

On January 5, 2021, the parties to the Members Agreement agreed to terminate such Members Agreement, and it was replaced by an Investor Rights and Governance Agreement ("IRGA").

The IRGA contains special provisions between the Company and the Minority Owners, including put options and call options applicable to units of Topicus Coop that are held by the Minority Owners as of January 5, 2021 (and any units or shares into which such units or shares have been converted or exchanged). The Minority Owners include Joday Investments VI B.V. ("Joday"), an entity controlled by Robin van Poelje (a director of the Company and the CEO and Chairman of the board of directors of Topicus.com Inc.) and Tjitske Strikwerda. Commencing any time after January 5, 2021, each of the Minority Owners may (i) exercise a put option to sell all or a portion of their interests in Topicus Coop, (ii) in the event of a change of control of the Company, sell all or a portion of their interests in Topicus Coop, and (iii) in the event the Company reduces its economic interest in Topicus.com Inc., sell the corresponding amount of their interests in Topicus Coop, in each case, to the Company for an amount calculated in accordance with a valuation methodology described in the IRGA. At any time after December 31, 2023, CSI has the right, at its option, to buy all of the Topicus Coop units and Topicus shares held by certain members of the Joday Group (excluding Joday) at a cash price per Topicus Coop unit determined in accordance with the IRGA. After December 31, 2043, CSI has the same right to buy all of the Topicus Coop units held by the remaining members of the Joday Group, including Joday. Similar to the Members Agreement, the main valuation driver in such calculation is the maintenance and other recurring revenue of Topicus Coop. This summary is qualified in its entirety by reference to the provisions of the IRGA, which is available at www.sedarplus.com on Topicus.com Inc.'s issuer profile.

In 2024, the Company exercised its call right to buy some of the Topicus Coop units held by certain members of the Joday Group (excluding Joday), since these members are either (a) no longer directly or indirectly involved in or contributing to the activities of Topicus Coop, or (b) no longer involved as manager of Topicus Coop, but solely in a supervisory role at a subsidiary level. The Company now holds 188,953 Topicus Coop units and 40,406,513 Topicus.com Inc. subordinate voting shares.

*Lumine Group Inc.:*

On February 22 and 23, 2023 (as part of a series of transactions relating to the acquisition of WideOrbit Inc. ("WideOrbit") described further below), the Company's subsidiary, Lumine Group Inc. ("Lumine"), completed a corporate reorganization. After the reorganization was completed, the Company owned 1 super voting share, 6 subordinate voting shares and 63,582,712 preferred shares of Lumine. Furthermore, the Company distributed 63,582,706 of the subordinate voting shares to its common shareholders pursuant to a dividend-in-kind on February 23, 2023. The steps performed in conjunction with the reorganization consisted of the following:

- The Company exchanged its existing common shares and preferred shares in Lumine Group (Holdings) Inc. ("Lumine Group Holdings") for 63,582,712 subordinate voting shares and 55,233,745 preferred shares of Lumine on February 22, 2023.
- Lumine and Lumine Group Holdings amalgamated on February 22, 2023.
- The Company subscribed for 8,348,967 preferred shares of Lumine on February 22, 2023. The preferred shares were convertible into subordinate voting shares of Lumine at a rate of 1:2.43.
- Lumine had 63,582,712 subordinate voting shares outstanding on February 22, 2023. The Company distributed 63,582,706 of the subordinate voting shares to its common shareholders pursuant to a dividend-in-kind on February 23, 2023 and continued to hold 6 subordinate voting shares of Lumine.

- Under certain conditions, the preferred shares were retractable at the option of the holder for a retraction price of approximately $21.74 per preferred share. The holders of the preferred shares were also entitled to a fixed annual cumulative dividend of 5% per annum.
- The Company holds 1 super voting share of Lumine. The super voting share entitles the holder to that number of votes that equals 50.1% of the aggregate number of votes attached to all the outstanding super voting shares, subordinate voting shares and special shares of Lumine. As a result, the Company controls Lumine and consolidates its financial position and results of operations with Lumine. The Company reflects a non-controlling interest held by other parties.

On February 23, 2023, the Company purchased 100% of the shares of WideOrbit, a US-based vertical market software provider. Annual gross revenues of WideOrbit for 2022 were approximately $169 million. The gross purchase price for the transaction was $490 million, subject to customary adjustments, as a result of, but not limited to, minimum cash requirements of $10 million, target net indebtedness of $86.7 million, and claims under the representations and warranties of the purchase agreement. Furthermore, Lumine issued 10,204,294 special shares of Lumine to the sellers of WideOrbit for an initial subscription price of approximately $222 million which was included in the purchase consideration. Under certain conditions, the special shares were retractable at the option of the holder for a retraction price of approximately $21.74 per special share plus one subordinate voting share of Lumine for each special share held and were classified as a liability on the balance sheet of Lumine and the Company. The special shares were also convertible into subordinate voting shares of Lumine at a conversion ratio of 1:3.43 at any time. The holders of the special shares were also entitled to a fixed annual cumulative dividend of 5% per annum. On March 25, 2024, all of the preferred shares and special shares of Lumine were converted into subordinate voting shares of Lumine, and additional subordinate voting shares were issued in satisfaction of the amounts owing in connection with the accrued dividends on the preferred shares and special shares. As of March 29, 2024, the Company holds 157,553,539 subordinate voting shares of Lumine.

On December 12, 2022, the Company, Trapeze Software ULC and Eric Mathewson and certain investors affiliated therewith (collectively, the "Majority Rollover Shareholders") entered a shareholders agreement (the "Shareholders Agreement"). Any Sellers who were not Majority Rollover Shareholders (collectively, the "Minority Rollover Shareholders") became parties to the Shareholders Agreement pursuant to joinders entered into in connection with the issuance of special shares described above. The Shareholders Agreement includes a number of contractual provisions which impact the exercise by the Company, Trapeze Software ULC, the Majority Rollover Shareholders, Minority Rollover Shareholders and Lumine, as applicable, of certain rights and obligations. This summary is qualified in its entirety by reference to the provisions of the Shareholders Agreement, which is available at www.sedarplus.com on Lumine Group Inc.'s issuer profile.

**Rights Offerings**

In 2014, the Company completed a rights offering (the "2014 Rights Offering") pursuant to which each holder of Common Shares was issued one right for each Common Share held. For every 21.192 rights held, holders of rights were entitled to subscribe for C$100 principal amount of unsecured subordinated floating rate debentures, Series 1 of the Company (the "Series 1 Debentures") at a price of C$95 per C$100 of principal amount of Series 1 Debentures purchased.

On October 1, 2014 and November 19, 2014, the Company issued two tranches of Series 1 Debentures in connection with the 2014 Rights Offering, with a total principal amount of C$96.0 million for total proceeds to the Company of C$91.2 million. The proceeds were used by the

Company to pay down $81.2 million of its existing bank indebtedness.

In 2015, the Company completed another rights offering (the "2015 Rights Offering") pursuant to which each holder of Common Shares was issued one right for each Common Share held. For every 10.596 rights held, holders of rights were entitled to subscribe for C$100 principal amount of Series 1 Debentures at a price of C$115 per C$100 of principal amount of Series 1 Debentures purchased.

On September 30, 2015, the Company issued one tranche of Series 1 Debentures in connection with the 2015 Rights Offering with a total principal amount of C$186.2 million for total proceeds to the Company of C$214.1 million. The proceeds were used by the Company to pay down its existing bank indebtedness. The Series 1 Debentures issued in connection with the 2015 Rights Offering were issued as an additional tranche of, and are treated as a single series with, the outstanding C$96.0 million aggregate principal amount of Series 1 Debentures issued in connection with the 2014 Rights Offering.

In 2023, the Company completed another rights offering (the "2023 Rights Offering") pursuant to which each holder of Common Shares was issued one right for each Common Share held. For every 3.03 rights held, holders of rights were entitled to subscribe for C$100 principal amount of Series 1 Debentures at a price of C$133 per C$100 principal amount of Series 1 Debentures purchased.

On October 6, 2023, the Company issued Series 1 Debentures in connection with the 2023 Rights Offering with a total principal amount of C$213 million for total proceeds to the Company of C$283 million. The proceeds were used by the Company to pay down its existing bank indebtedness. The Series 1 Debentures issued in connection with the 2023 Rights Offering were issued as an additional tranche of, and are treated as a single series with, the outstanding C$282 aggregate principal amount of Series 1 Debentures issued in connection with the 2014 Rights Offering and the 2015 Rights Offering.

See "Description of Capital Structure – Warrants and Subordinated Debentures".

**Senior Note Offering**

On February 16, 2024, the Company completed a private offering (the "Note Offering") of $500 million aggregate principal amount of 5.158% senior notes due 2029 (the "2029 Notes") and $500 million aggregate principal amount of 5.461% senior notes due 2034 (the "2034 Notes" and together with the 2029 Notes, the "Senior Notes"), for total proceeds to the Company of $1 billion. The proceeds were used by the Company to pay down its existing bank indebtedness.

See "Description of Capital Structure – Senior Notes".

## DESCRIPTION OF THE BUSINESS

**Overview**

We acquire, manage and build VMS businesses. Generally, these businesses provide mission critical software solutions that address the specific needs of our customers in particular vertical markets. Our focus on acquiring businesses with growth potential, managing them well and then building them has allowed us to generate significant cash flow and revenue growth.

Using a combination of proprietary software and market expertise, we provide software solutions designed to enable our customers to boost productivity, operate more cost effectively, increase sales

and improve customer service and satisfaction.

Many of the VMS businesses that we acquire have the potential to be leaders within their particular markets. We target the VMS sector because of the attractive economics that it provides and our belief that our management teams have a deep understanding of those economics.

**Business Strategy**

Given our extensive acquisition experience and successful track record, we believe that we are well positioned to identify, acquire, manage and build attractive VMS businesses in new markets. We seek acquisitions that provide software solutions to either the public or private sectors.

When one of our acquired VMS businesses is being operated efficiently, we encourage their management to build their business through a combination of organic growth and acquisitions of other VMS businesses in the same vertical market. We often enter new vertical markets through acquisitions of VMS businesses in markets in which we do not currently operate.

We believe that we will continue to expand our existing businesses through organic growth initiatives aimed at increasing our market share and product breadth. We will also continue to identify and complete acquisitions in our existing vertical markets. Our decentralized VMS management teams have extensive knowledge of their markets and deep customer relationships. This enables them to successfully identify, pursue, structure, acquire and then coach businesses post-acquisition.

We also seek to acquire attractive VMS businesses in new markets to deploy our free cash flow at attractive returns. Historically, we have retained the majority of the managers from the businesses that we have acquired, which has allowed us to retain the knowledge needed to manage and successfully build these businesses.

Our VMS businesses typically generate significant cash flows which we redeploy to build our existing VMS businesses and acquire new ones.

We prefer to acquire VMS businesses with the following characteristics: *Growing business with a diversified customer base, high relative market share and capital constrained competitors.* We sometimes acquire VMS businesses with declining revenue, concentrated customer bases, low relative market share and well-funded competitors. We do so when we believe that the correct combination of customer relationship management and market segmentation will lead to attractive returns.

Our decentralized management structure is key to our continued revenue growth. We have experienced management teams operating in each VMS business, backed by infrastructure at the operating group level and a small corporate head office. The corporate head office provides financial and strategic expertise with respect to capital allocation, acquisitions, finance, tax, and compensation policy, and attempts to identify and share best practices.

We have six operating groups which currently service customers in more than 150 different vertical markets worldwide. There are many VMS business units within each of our operating groups. Each VMS business unit has a manager and separately tracked financial reporting. We monitor and measure each VMS business unit's performance through operating ratios and metrics including profitability and growth. The majority of our senior managers' incentive compensation is linked to these two performance metrics.

Each of our VMS business managers is motivated to administer their business in a highly-focused manner. They are encouraged to leverage their respective market knowledge in order to maximize the growth opportunities, profitability and return on invested capital within their business. Our corporate head office sets investment return objectives.

Our decentralized management structure allows us to have business unit management teams with strong customer relationships and deep market knowledge that are more focused and responsive than would be the case under a centralized management model. These teams provide our corporate head office and operating group managers with the ability to concentrate on issues such as capital allocation, identifying best practices, and helping recruit and coach high potential employees, while the VMS business managers concentrate on operating efficiency, and pursuing organic initiatives and acquisitions in our existing vertical markets.

We establish from time to time, what we consider to be an acceptable after-tax internal rate of return ("IRR") as a hurdle rate for all of our new initiatives and acquisitions.

All of our operating group cash flow (excluding operating cash flows from those entities which have stand-alone debt without recourse to Constellation Software Inc.) is notionally available to our corporate head office. Capital is allocated amongst individual management teams based upon projected IRR which is influenced by the relative attractiveness of a market, the strategic position of the VMS business and the management team's performance. Corporate head office approves all significant acquisitions. In practice, the operating group cash flow is offset against their approved investments in acquisitions and internal investment initiatives and only the remainder is returned to head office.

The objective of our compensation plan is to reward employees for working towards our corporate goal of increasing shareholder value. We believe that shareholder value is created by managing two financial components over the long term: profitability and growth. As such, our bonus plan compensates employees at many levels of our organization based upon the profitability and revenue growth of their operating group or business unit, as applicable. The long-term focus is accomplished by mandating that at least 25% of the incentive compensation for the majority of our senior employees who earn in excess of $75,000 per annum and have bonuses in excess of $10,000 per annum be reinvested in shares of the Company that are subject to restrictions on resale for a period of three to ten years. At a minimum, these restrictions require employees to hold 100% of their shares for the first two years following acquisition, and then one third of such shares may be sold in each of years three, four and five. Senior executives are required to invest 75% of their bonus in shares of the Company that are subject to the same restrictions on resale for a period of three to ten years. Once every five years, employees may elect to receive 100% of their bonus in cash.

Our bonus plan encourages employees to participate through share ownership in the value that they have created.

**Operating Groups**

The primary geographic markets that CSI operates in are North America, Continental Europe, UK, South America, Africa, and Australia ("Primary Geographic Markets"). The following table shows, as at March 31, 2025, our six operating groups, the Primary Geographic Markets, location of significant offices, and the primary vertical markets in which they operate:

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| Volaris Operating Group | North America, Continental Europe, UK, Australia, South America, Africa | Canada, United States, Italy, Germany, India, United Kingdom, Brazil, Switzerland, New Zealand, Austria, France, Israel, South Africa, Poland, Isle of Man, Spain | Accountancy<br>Advertising and marketing<br>Agribusiness<br>Artificial intelligences<br>Arts and culture<br>Asset management<br>Automotive<br>Aviation<br>Benefits administration<br>Catering<br>Clubs<br>Collections management<br>Commercial printing<br>Communications<br>Compliance<br>Construction<br>Court<br>Creative agencies<br>Credit unions<br>Data management<br>Dealer<br>Delivery<br>Distillery<br>District attorney<br>Document management<br>Drink distribution<br>Education<br>Engineering<br>Enterprise resource planning<br>Event management<br>Field service<br>Financial services<br>Fleet and facility management<br>Food services<br>Healthcare<br>Higher education<br>Hospitality<br>Human resources and payroll<br>Industrial distribution<br>Information management<br>Insurance<br>Language<br>Legal<br>Local government<br>Manufactoring<br>Marine asset management<br>Marketing |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Non-emergency medical<br>Not-for-profit organizations<br>Paratransit operators<br>Parking<br>Performance management<br>Product development<br>Property management<br>Public housing<br>Public libraries<br>Public transit operators<br>Real estate brokers and agents<br>Rental<br>Research management<br>Retail management and distribution<br>Ride share<br>School administration<br>School and special library<br>School transportation<br>Security<br>Software development<br>Student information systems<br>Taxi dispatch<br>Third party logistics warehouse management systems<br>Utilities<br>Wholesale and distribution sales automation and field services |
| Harris Operating Group | North America, UK, Continental Europe, Australia, South America, Africa | Canada, United States, Germany, India, Israel, South Africa, Australia | Accountancy<br>Asset management<br>Associations<br>Collections management<br>Communications<br>Construction<br>County<br>Data management<br>Daycare<br>Defense<br>Education<br>Electric utilities<br>Financial services<br>Fleet and facility management<br>Food services<br>Healthcare<br>Higher education<br>Human capital |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Information services<br>Insurance<br>Legal<br>Libraries<br>Local government<br>Manufacturing design<br>Marketplace<br>Municipal<br>Notaries<br>Not-for-profit organizations<br>Pharmacy<br>Project management<br>Property management<br>Public safety<br>Publishing<br>Pulp and paper manufacturing<br>Real estate brokers and agents<br>Retail management and distribution<br>Revenue cycle management<br>School administration<br>School and special library<br>Small and medium sized businesses sector<br>Software development<br>Travel<br>Trucking<br>Water utilities |
| Topicus.com Operating Group | Continental Europe, UK, North America | Netherlands, Romania, Denmark, France, Germany, Iceland, Spain, Poland, Italy, Portugal, Norway | Accountancy<br>Agribusiness<br>Asset management<br>Association management<br>Automated explosives tracking<br>Automotive<br>Call centres<br>Church and religion<br>Construction<br>Computerized maintenance management systems<br>Contact centres<br>Data management<br>Education<br>Energy<br>Facility management<br>Fashion retail<br>Financial services<br>Fleet and facility management |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Gaming<br>Healthcare<br>Home & community care<br>Horticulture<br>Hospitality<br>Human capital<br>Information technology<br>Insurance<br>Library<br>Local government<br>Logistics<br>Long term care<br>Manufacturing plant performance<br>Marine asset management<br>Notaries<br>Oil and gas<br>Parking<br>Pharmacies<br>Project management<br>Public housing authorities<br>Public libraries<br>Public transit operators<br>Publishing<br>Quality management<br>Real estate brokers and agents<br>Restaurant<br>Retail management and distribution<br>Risk management<br>Speech recognition<br>Textiles and apparel<br>Third party logistics and warehouse management systems<br>Trade unions<br>Transit<br>Utilities |
| Jonas Operating Group | North America, UK, Continental Europe, Australia, South America | Canada, United States, United Kingdom, Australia, New Zealand | Advertising and marketing<br>Agribusiness<br>Asset management<br>Attractions<br>Auctions<br>Cinema management and ticketing<br>Construction<br>Customer loyalty |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Data management<br>Dealer<br>Education<br>E-invoicing<br>Enterprise resource planning<br>Event management<br>Fleet and Facility management<br>Field service<br>Financial services<br>Food services<br>Healthcare<br>Health clubs<br>Higher education<br>Hospitality<br>Human capital<br>Information technology<br>Inspections and management<br>Legal<br>Leisure centres<br>Local government<br>Loyalty<br>Marinas<br>Metals<br>Moving and storage<br>Ombudsman<br>Private clubs and daily fee golf courses<br>Product development<br>Product licensing<br>Public safety<br>Pulp and paper manufacturers<br>Quality management<br>Radiology & laboratory information services<br>Retail management and distribution<br>Salons and spas<br>Safety management<br>Small and medium sized businesses<br>Security<br>Utilities<br>Winery management<br>Veterinary |
| Perseus Operating Group | North America, UK, Australia, South America | Canada, United States, Pakistan, India | Advertising and marketing<br>Agriculture equipment dealers<br>Auto clubs |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Buy here pay here dealers<br>Financial services<br>Healthcare<br>Healthcare electronic medical records<br>Home & community care<br>Homebuilders<br>Lease management<br>Long-term care<br>Mortgage<br>Outdoor equipment dealers<br>Pension<br>Pharmaceutical and biotech manufacturers<br>Pulp and paper manufacturers<br>Real estate brokers & agents<br>RV and Marine Dealers<br>Tire distribution |
| Vela Operating Group | North America, UK, Continental Europe, Australia, South America, Africa | United States, Canada, Australia, Germany, Slovenia, Croatia, Spain, India, Northern Ireland, Brazil, New Zealand | Accounting<br>Aerospace<br>Agribusiness<br>Airport<br>Asset management<br>Association management<br>Automotive<br>Aviation<br>Cabinet manufacturers<br>Compliance<br>Construction<br>Convenience store distribution<br>Data and imaging<br>Data management<br>Design and welding<br>Document management<br>Education<br>Engineering and simulation software<br>Enterprise resource planning<br>ESG<br>Financial services<br>Food services<br>Forestry<br>Grocery<br>Healthcare<br>Higher education<br>Homebuilders<br>Housing finance agencies |

| Operating Group | Primary Geographic Markets | Location of Significant Offices | Primary Vertical Markets |
|---|---|---|---|
| | | | Human capital<br>Information services<br>Insurance<br>Legal<br>Local government<br>Logistics<br>Made-to-order manufacturers<br>Manufacturing design<br>Manufacturing plant performance<br>Membership and association management<br>Mining<br>Multi-carrier shipping<br>Multi-channel distribution<br>Municipal treasury & debt<br>Notaries<br>Oil and gas<br>Product development<br>Project cost and performance management<br>Public housing authorities<br>Publishing<br>Real estate brokers and agents<br>Research management<br>Retail management and distribution<br>Sensory and research<br>Small and medium sized businesses sector<br>Supply chain optimization<br>Textiles and apparel<br>Third party logistics warehouse management systems<br>Tire distribution<br>Tour operators and travel<br>Wholesale distribution<br>Window and other dealers<br>Window manufacturers |

**Products**

We have numerous software products that we sell, service, support and enhance. We have at least one software product in each of our vertical markets and often develop and support multiple product lines in a particular vertical market. In addition, and as a complement to our acquired and internally developed software products, we license certain technologies used in our software products from third parties, generally on a non-exclusive basis. Our products are typically designed to assist our

customers in automating as many aspects of their business processes as is practical. While our strategy is to provide mission critical software solutions to all of our customers, the particular software products that we develop can vary substantially across vertical markets. For example, in the public transit market one of the mission critical aspects of the business that we help automate is the scheduling and routing of vehicles. In the private club market we focus on providing membership accounting and point of sale solutions. Our goal is to continue to focus our efforts on software products specialized for specific vertical markets.

**Sales and Distribution Strategy**

We use direct sales forces in most of our major markets as our primary distribution channel. We believe that direct sales teams increase our visibility and market penetration, encourage long-term customer contact and facilitate sales of additional products. Our sales and marketing teams work primarily within dedicated sales groups for each of the vertical markets that we currently serve. Our sales and marketing strategy is to provide relevant business expertise directly to target customers by using sales representatives with strong industry specific knowledge. We use a combination of field sales and inside sales where appropriate. Part of our ongoing revenue growth is achieved through selling complementary products and/or services to existing customers. We also support our sales efforts with marketing that creates awareness of our products through appearances at major trade shows, advertising in trade magazines, hosting users' group meetings, and the creation of informative websites.

**Research and Development**

Our product development strategy combines innovation and the introduction of new technologies, with a commitment to the long-term support of our customers' current systems. Our research and development activities are focused on designing, developing, testing and integrating new add-on products which enhance the features and functionality of our existing software solutions. We also seek to offer streamlined upgrade and migration tools for our customers.

We rely primarily on our in-house capabilities to develop our software solutions using industry standard software development tools. However, when it is not strategic to our business and is more cost effective, we will license certain technology components from third party providers.

**Intellectual Property**

In accordance with industry practice, we rely on a combination of contractual provisions and patent, copyright, trademark and trade secret laws to protect our proprietary rights in our products. We generally license the use of our products to our customers rather than transferring title to them. These licenses contain terms and conditions prohibiting the unauthorized reproduction, disclosure, reverse engineering or transfer of our products. In addition, we attempt to protect our trade secrets and other proprietary information through agreements with suppliers, employees and consultants. All material components of our products have been developed by individuals most of whom have assigned all rights to us, except for commercially-available components.

**Foreign Operations**

For fiscal 2024, approximately 45% of our revenues were transacted in the United States, 9% in Canada, 33% in UK/Europe and 13% in the rest of the world. No single customer accounted for more than 2% of our total revenues in fiscal 2024. For more details, see the financial statement note entitled "Operating Segments" included in the consolidated financial statements for the year ended

December 31, 2024, a copy of which is filed and is available on SEDAR+ at www.sedarplus.com.

**Competition**

Competition for the licensing of vertical market software is generally based upon several factors including product features, the availability of high-quality maintenance and support, price and the knowledge of the software vendor's sales team. We operate in many different verticals and our competitive position varies depending on the specific vertical.

Our significant competitors include Oracle Corporation, Tyler Technologies, Inc., INFOR, Cisco Systems Inc, Nokia, Amdocs, Epic Systems Corporation, Temenos AG, Palantir Technologies, CGI Group Inc., Salesforce, Inc., Fiserv, Inc., Fidelity, DXC Technology Company, Indeed Inc., Logibec Groupe Informatique, Thomson Reuters Corporation, Microsoft Corporation, Jack Henry and Associates Inc., Sage Software Inc., Accenture plc, Experian plc, Intuit, Roper Technologies, Inc., Toast, Inc., Ericsson, Dassault Systems, OpenText Corporation, and athenahealth Inc.

**Employees**

For fiscal 2024, we had an average of approximately 60,000 full-time employees globally. As at December 31, 2024, we had approximately 64,000 full-time employees.

**Risk Factors**

The Company's business is subject to a number of risk factors, including those risk factors set forth below. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also impair our business and operations and cause the price of our securities to decline. The Company's external counsel advise us that securities regulations require that we provide a list of risk factors which might influence an investor's decision to purchase CSI's securities. As managers and directors, we do not believe that the next several pages of risk factors will add materially to your understanding of our business, but they are in form and substance, similar to what other companies like CSI provide. They do include quite a number of possible, though not necessarily probable, reasons for future setbacks.

***We cannot assure you that we will sustain profitability in the future. If we do not maintain profits our share price may decline.***

As we continue to grow our business, our operating expenses and capital expenditures may increase, and as a result, we will need to generate additional revenue to maintain profitability. If our revenues decline, we may not be able to sustain profitability because many of our expenses are fixed in the short term and cannot be easily or quickly reduced. A failure to maintain profitability could materially and adversely affect our business.

We periodically review the estimated value of acquired intangibles and goodwill to determine whether any impairment exists and we could write-down a portion of our intangible assets and goodwill as part of any such future review, which occurs when impairment indicators exist or, in the case of goodwill, at least once annually. We occasionally review opportunities to reorganize operations and may record restructuring charges in connection with any such reorganization. Any write-down of intangible assets or goodwill or restructuring charges in the future could affect our results of operations materially and adversely and as a result our share price may decline.

***Our quarterly revenues and operating results may fluctuate.***

Factors which may cause our revenues and operating results to fluctuate include:

- the demand for our software products and the market conditions for technology spending;
- patterns of capital spending and changes in budgeting cycles by our customers;
- the timing of acquisitions and related costs;
- our ability to acquire or develop (independently or through strategic relationships with third parties), to introduce and to market new and enhanced versions of our software products on a timely basis;
- the number, timing and significance of new software product announcements and releases by us or our competitors;
- the level of software product and price competition;
- the geographical mix of our sales, together with fluctuations in foreign currency exchange rates;
- market acceptance of new and enhanced versions of our software products;
- changes in personnel and related costs;
- the amount and timing of operating costs and capital expenditures relating to the expansion of our business;
- changes in the pricing and the mix of software solutions that we sell and that our customers demand;
- seasonal variations in our sales cycles; and
- order cancellations and shipment delays.

In addition, we expect that a substantial portion of our revenue will continue to be derived from renewals of maintenance arrangements with our customers. These maintenance arrangements typically last from three months to 12 months, and the timing of cash collections of related revenues varies from quarter to quarter.

In addition, our new license revenue may fluctuate significantly on a quarterly and annual basis in the future, as a result of a number of factors, many of which are outside of our control. The sale of a new license generally requires a customer to make a purchase decision that involves a significant commitment of capital.

***We may be unable to identify and complete suitable platform acquisitions and acquisitions in our existing vertical markets.***

We cannot be certain that we will be able to identify suitable new acquisition candidates that are available for purchase at reasonable prices. Even if we are able to identify such candidates, we may be unable to consummate an acquisition on suitable terms. When evaluating an acquisition opportunity, we cannot assure you that we will correctly identify the risks and costs inherent in the business that we are acquiring. If we were to proceed with one or more significant future acquisitions in which the consideration consisted of cash, a substantial portion of our available cash resources may be used or we may have to seek additional financing to complete such acquisitions.

***Any failure to manage our growth through acquisitions effectively or integrate other businesses we acquire may lead to a disruption in our operations and adversely affect our operating results.***

Since our inception we have made hundreds of acquisitions and we plan to continue to make acquisitions in the future. Growth and expansion resulting from future acquisitions may place a significant demand on our management resources. Integration of our completed acquisitions and any

future acquisitions involves a number of special risks, including the following:

- failure to integrate successfully the personnel, information systems, technology, and operations of the acquired business;
- failure to maximize the potential financial and strategic benefits of the transaction;
- failure to realize the expected synergies from acquired businesses;
- possible impairment of relationships with employees and customers as a result of any integration of new businesses and management personnel;
- possible losses from liabilities assumed in customer contracts;
- impairment of goodwill; and
- reductions in future operating results from amortization of intangible assets.

Future acquisitions are accompanied by the risk that the obligations and liabilities of an acquired company may not be adequately reflected in the historical financial statements of such company and the risk that such historical financial statements may be based on assumptions, which are incorrect or inconsistent with our assumptions or approach to accounting policies. We may not be able to manage such expansion effectively and any failure to do so could lead to a disruption in our business, a loss of customers and revenue, and increased expenses.

***We may acquire contingent liabilities through acquisitions that could adversely affect our operating results.***

We may acquire contingent liabilities in connection with acquisitions we have completed, which may be material. Although management uses its best efforts to estimate the risks associated with these contingent liabilities and the likelihood that they will materialize, their estimates could differ materially from the liabilities actually incurred.

***Demand for our software solutions may fluctuate with market conditions which may reduce our profitability in the future.***

We depend upon the capital spending budgets of our customers. World and regional economic conditions have, in the past, adversely affected our licensing and support revenue. If economic or other conditions reduce our customers' capital spending levels, our business, results of operations and financial condition may be adversely affected. In addition, the purchase and implementation of our software solutions can constitute a major portion of our customers' overall IT budget, and the amount customers are willing to invest in acquiring and implementing such software solutions has tended to vary in response to economic, financial or other business conditions. Challenging economic conditions may also impair the ability of our customers to pay for software solutions they have purchased. As a result, reserves for doubtful accounts may increase.

***If our customers demand performance guarantees, the costs and risks associated with offering our software solutions may increase.***

We and our competitors are sometimes requested to provide specific performance guarantees with respect to the functionality of certain aspects of our software solutions. Similarly, we have been requested to quote fixed-price bids for our software solutions. These requests present risks, because implementations of our software solutions are rarely identical, and therefore we cannot accurately predict precisely what will be required to meet these performance standards. If these guarantees and fixed price bids become more common, our profitability may be affected.

***We face competition from other software solutions providers, which may reduce our market share or limit the prices we can charge for our software solutions.***

Given that we serve numerous vertical markets, we face competition from a large number of competitors ranging in size from small private companies with annual revenues of less than $1 million per year to the larger enterprise resource planning vendors. As a result, in certain market segments, competition can be intense, and significant pricing pressure may exist. To maintain and improve our competitive position, we must continue to develop and to introduce, in a timely and cost-effective manner, new software solutions. In addition, we expect that a substantial portion of our revenue will continue to be derived from renewals of maintenance arrangements with our customers. Although we have experienced relatively stable and predictable attrition relating to these arrangements, increased competition could reduce the need for our maintenance services, as customers could decide to replace our software applications with a competitor's applications or arrange for a third party to provide maintenance services.

We anticipate additional competition as other established and emerging companies enter the market for our software products and as new products and technologies are introduced. For example, companies that historically have not competed in one of our market segments could introduce new applications based on newer product architectures that could provide for functionality similar to or better than our software products. In addition, current and potential competitors may make strategic acquisitions or establish cooperative relationships among themselves or with third parties, thereby increasing the ability of their products to better address the needs of our prospective customers. This risk has increased as our industry trends toward consolidation. Accordingly, it is possible that new competitors or alliances among current and new competitors may emerge and rapidly gain significant market share. This competition could result in price reductions, fewer customer orders, reduced gross margins and loss of market share for our software products.

Some of our competitors and potential competitors have greater financial, technical, marketing, and other resources, greater name recognition, and a larger installed base of customers than we do. The products of some of our competitors are based on more advanced product architectures or offer performance advantages compared with some of our more mature products. Our competitors may be able to respond more quickly to new or emerging technologies and changes in customer requirements or may devote greater resources to the development, promotion, and sale of their products than we do. Many competitive factors affect the market for our products and our ability to earn maintenance, professional services and new license revenue. Some of these factors are: vendor and product reputation; industry-specific expertise; cost of ownership; ease and speed of implementation; customer support; product architecture, quality, price and performance; product performance attributes, such as flexibility, scalability, compatibility, functionality and ease of use; and vendor financial stability.

***If we cannot attract and retain qualified sales personnel, customer service personnel, and software developers, we may not be able to sell and to support our existing products or to develop new products.***

We depend on key technical, sales, and senior management personnel. Many of these individuals would be difficult to replace if they were to leave our employment. In addition, our success is highly dependent on our continuing ability to identify, hire, train, assimilate, motivate, and retain highly qualified personnel, including recently hired officers and other employees. Any such new hire may require a significant transition period prior to making a meaningful contribution to the Company. Periodically, competition for qualified employees is intense in the technology industry, and we have in the past experienced difficulty recruiting qualified employees. Our failure to attract and to retain

the necessary qualified personnel could seriously harm our operating results and financial condition.

Our future growth depends, in part, upon our ability to develop new products and to improve existing software products. Our ability to develop new software solutions and to enhance our existing software solutions will depend, in part, on our ability to recruit and to retain top quality software programmers. If we are unable to hire and to retain sufficient numbers of qualified programming personnel, we may not be able to develop new software solutions or to improve our existing software solutions in the time frame necessary to execute our business plan.

***The loss of our rights to use software currently licensed to us by third parties could increase our operating expenses by forcing us to seek alternative technology and adversely affect our ability to compete.***

We license certain technologies used in our products from third parties, generally on a non-exclusive basis. The termination of any of these licenses, or the failure of the licensors to adequately maintain or update their products, could delay our ability to ship our products while we seek to implement alternative technology offered by other sources and require significant unplanned investments on our part. In addition, alternative technology may not be available on commercially reasonable terms. In the future, it may be necessary or desirable to obtain other third-party technology licenses relating to one or more of our products or relating to current or future technologies to enhance our product offerings. There is a risk that we will not be able to obtain licensing rights to the needed technology on commercially reasonable terms, if at all.

***Several members of our senior management team are important to our business and if these individuals do not remain with us in the future it may have a negative impact on our financial condition and results of operations.***

Our future success depends on the continued efforts and abilities of our senior management team. Their skills, experience and industry contacts significantly benefit us. Although we have employment and non-competition agreements with members of our senior management team, we cannot assure you that they or our other key employees will all choose to remain employed by us. If we lose the services of one or more of these individuals, or if one or more of them decide to join a competitor or otherwise compete directly or indirectly with us, our business, operating results, and financial condition could be harmed. We do not maintain key man life insurance on any of our employees.

***We may experience customer attrition, which could affect our revenues more adversely than we expect, and we may be unable to adapt quickly to such attrition. Any significant reduction in revenues as a result of such attrition may have a material adverse effect on our business, results of operations or financial condition.***

We expect that a substantial portion of our revenue will continue to be derived from renewals of quarterly and annual maintenance arrangements with our customers, and, to a lesser extent, from professional services engagements for these customers. Although we believe we have strong customer retention rates, attrition in our customer base does occur when existing customers elect not to renew their maintenance arrangements and cease purchasing professional services from us. Customer attrition occurs for a variety of reasons, including a customer's decision to replace our software product with that of a competing vendor, to purchase maintenance or consulting services from a third-party service provider, or to forego maintenance services altogether. It can also occur when a customer is acquired or ceases operations.

Historically, we have been able to replace more than the revenue lost through attrition with new revenue from maintenance services as well as from price increases for maintenance services. However, any factors that adversely affect the ability of our software products to compete with those available from others, such as availability of competitors' products offering more advanced product architecture, superior functionality or performance or lower prices, or factors that reduce demand for our maintenance services, such as intensifying price competition, could lead to increased rates of customer attrition.

***Currency exchange rate fluctuations, tariffs and other risks associated with our international operations may adversely affect our operating results.***

We are subject to risks of doing business internationally, including fluctuations in currency exchange rates, increases in duty rates, difficulties in obtaining export licenses, difficulties in the enforcement of intellectual property rights and political uncertainties. Our most significant international operations are in the United States, United Kingdom, Continental Europe and Australia. We currently do not typically use derivative instruments to mitigate our exposure to those risks. Although most of our businesses are organized geographically so that many of our expenses are incurred in the same currency as our revenues thus mitigating some of our exposure to currency fluctuations, we are still subject to some foreign currency risk. We may choose to enter into forward foreign exchange contracts from time to time with the objective of mitigating volatility in profit or loss but there is no assurance that these hedging strategies will be effective.

Revenues and expenses generated in foreign currencies are translated at exchange rates during the month in which the transaction occurs. We cannot predict the effect of foreign exchange losses in the future; however, if significant foreign exchange losses are experienced, they could have a material adverse effect on our business, results of operations, and financial condition. In addition, fluctuations in exchange rates could affect the pricing of our products and negatively influence customer demand.

We are in the IT business and our products and services are sold to customers globally. As such, we are exposed to broader macroeconomic risks, including the ongoing rise in threatened and imposed tariffs, as well as threatened and imposed retaliatory tariffs and surtaxes between countries we operate in. The imposition of tariffs, or any future escalation in trade barriers, may adversely impact our business and financial condition, increase the cost of our operations and reduce our competitive pricing due to tariff-related cost past-throughs. We may also face changes in government policies relating to trade barriers, tariff exclusions, or country-of-origin regulations which may also require the Company to undertake operational adjustments and face increased compliance costs. These factors may also reduce customer spending, delay project decisions or impact market demand generally.

Additional risks we face in conducting business internationally include longer payment cycles and difficulties in managing international operations. These include constraints associated with local laws regarding employment, difficulty in enforcing our agreements through foreign legal systems, complex international tax and financial reporting compliance requirements, and the adverse effects of tariffs, duties, price controls or other restrictions that impair trade.

***We may have exposure to unforeseen tax liabilities.***

We are subject to income taxes as well as non-income based taxes, in Canada, the United States and various foreign jurisdictions and our tax structure is subject to review by numerous taxation

authorities. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many inter-company transactions and calculations where the ultimate tax determination is uncertain. Although we strive to ensure that our tax estimates and filing positions are reasonable, we cannot assure you that the final determination of any tax audits and litigation will not be different from what is reflected in our historical income tax provisions and accruals, and any such differences may materially affect our operating results for the affected period or periods.

The Company is subject to income tax audits by various authorities in respect of prior periods that could result in additional tax expense in future periods. While the outcome of such outstanding audits and claims remains uncertain, it is expected that they will be resolved without a material impact to the Company's financial position.

We also have exposure to additional non-income tax liabilities. We are subject to non-income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in Canada, the United States and various foreign jurisdictions.

***Impact of geopolitical and other global or local events may have a significant effect on our operations.***

Various events, including natural disasters, extreme weather conditions, labour disputes, civil unrest, war and political instability, terrorism, contagious illness outbreaks (including, most recently, the novel coronavirus (COVID-19)), and environmental disasters or the perceived threat or fear of these events, may cause a disruption of our normal operations, including staff shortages, mobility restrictions and other quarantine measures (including as a result of government regulation and prevention measures) and may disrupt the domestic and international travel of our sales and other personnel. The sales cycle for our products includes a period of education for potential customers on the use and benefits of our software solutions, as well as the integration of our software solutions with additional applications utilized by individual customers. Any disruption in the ability of our personnel to travel could have a material and adverse impact on our ability to complete this process and to service these customers or to negotiate new merger and acquisition transactions, which could, in turn, have a material adverse effect on our business, results of operations and financial condition. In addition, these events or the perceived threat or fear of these events may require us to reorganize our day-to-day operations to minimize the associated risks. Any expense related to the reorganization of our day-to-day operations, even on a short-term basis, could also have a material adverse effect on our business, results of operations and financial condition.

***Potential divestitures of majority owned software businesses may reduce revenues in the short term and create uncertainty among our employees, customers and potential customers, which could harm our business.***

Although we have not divested any material businesses in the last ten years, any divestitures could result in a short-term reduction in revenue and could harm our results of operations if we were not able to reduce expenses accordingly or to generate offsetting sources of revenue. To the extent that our consideration of these potential divestitures became known prior to their completion, we could face the risk, among others, that customers and potential customers of the VMS business in question might be reluctant to purchase our software solutions during this period. In addition, we face the risk that we may be unable to retain qualified personnel within the applicable VMS business during this period. Poor economic conditions and a lack of access to the credit markets may lead to difficulty in finding interested buyers for any proposed divestitures. These risks could prevent us from successfully completing on favourable terms, or at all, divestitures that would otherwise be beneficial

to us, and may in the process weaken business divisions that we are considering for divestiture. Any of these events could result in a loss of customers, revenues, and employees and could harm our results of operations.

***Some of the markets for our software products are characterized by periodic technological advances, and we must improve our software products to remain competitive.***

Periodic technological change and associated new product introductions and enhancements characterize the software industry in general. Our current and potential customers increasingly require greater levels of functionality and more sophisticated product offerings. In addition, the life cycles of many of our software products are difficult to estimate. While we believe some of our software products may be nearing the end of their product life cycles, we cannot estimate the decline in demand from our customers for maintenance related to these software products. Accordingly, we believe that our future success depends upon our ability to enhance current software products and to develop and to introduce new products offering enhanced performance and functionality at competitive prices in a timely manner, and on our ability to enable our software products to work in conjunction with other products from other suppliers that our customers may utilize. Our failure to develop and to introduce or to enhance products in a timely manner could have a material adverse effect on our business, results of operations, and financial condition.

We may be unable to respond on a timely basis to the changing needs of our customer base and the new applications we design for our customers may prove to be ineffective. Our ability to compete successfully will depend in large measure on our ability to bring to market effective new products or services, to maintain a technically competent research and development staff, and to adapt to technological changes and advances in the industry. Our software products must remain compatible with evolving computer hardware and software platforms and operating environments. We cannot assure you that we will be successful in these efforts. In addition, competitive or technological developments and new regulatory requirements may require us to make substantial, unanticipated investments in new products and technologies, and we may not have sufficient resources to make these investments. If we were required to expend substantial resources to respond to specific technological or product changes, our operating results would be adversely affected.

***If we are unable to protect our proprietary technology and that of the VMS businesses that we acquire, our competitive position could be adversely affected.***

We have relied, and expect to continue to rely, on a combination of copyright, trademark and trade-secret laws, confidentiality procedures, and contractual provisions to establish, maintain, and protect our proprietary rights. Although patents generally provide greater protection of software products than do trade secrets or copyrights, we currently possess only a limited number of patents. We typically enter into agreements with our employees, consultants, customers, partners and vendors in an effort to control ownership of our intellectual property and access to and distribution of our software, documentation and other proprietary information. Despite these precautions, there may be authors of some of the intellectual property that form parts of our software products who have not assigned their intellectual property rights to us and who have not waived their moral rights with respect thereto. The steps we take may not prevent misappropriation of our intellectual property, and the agreements we enter into may not be enforceable. Despite our efforts to protect our proprietary rights in our intellectual property and that of other businesses we may acquire, unauthorized parties may copy or otherwise obtain and use our proprietary technology or obtain information we regard as proprietary. Policing unauthorized use of our technology, if required, may be difficult, time-consuming, and costly. Our means of protecting our technology may be inadequate.

Third parties may apply for and obtain patent protection for products and services that are similar to our software solutions. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our products or services or to obtain and to use information that we regard as proprietary. Third parties may also independently develop similar or superior technology without violating our proprietary rights. In addition, the laws of some foreign countries do not protect proprietary rights to the same extent, as do the laws of Canada and the United States.

Trademark protection is an important factor in establishing product recognition. Our inability to protect our trademarks from infringement could result in injury to any goodwill which may be developed in our trademarks. Moreover, we may be unable to use one or more of our trademarks because of successful third-party claims.

Claims of infringement are becoming increasingly common as the software industry develops and legal protections, including patents, are applied to software products. Although we believe that our software products and technology do not infringe proprietary rights of others, litigation may be necessary to protect our proprietary technology and third parties may assert infringement claims against us with respect to their proprietary rights.

Any claims or litigation can be time consuming and expensive regardless of their merit. Infringement claims against us could cause product release delays, require us to redesign our products or to enter into royalty or license agreements that may not be available on terms acceptable to us, or at all.

***Software product development delays could harm our competitive position and reduce our revenues.***

If we experience significant delays in releasing new or enhanced software products, our position in the market could be harmed and our revenue could be substantially reduced, which would adversely affect our operating results. We have experienced software product development delays in the past and may experience delays in the future. In particular, we may experience software product development delays associated with the integration of recently acquired software products and technologies. Delays may occur for many reasons, including the inability to hire a sufficient number of developers, discovery of bugs and errors, or the inability of our current or future software products to conform to customer and industry requirements.

***Our software products may contain errors or defects that could result in lost revenue, delayed or limited market acceptance, or product liability claims with substantial litigation costs.***

As a result of their complexity, software products may contain undetected errors or failures when entering the market. Despite testing performed by us and testing and use by current and potential customers, defects and errors may be found in new software products after commencement of commercial shipments or the offering of a network service using these software products. In these circumstances, we may be unable to successfully correct the errors in a timely manner or at all. The occurrence of errors and failures in our software products could result in negative publicity and a loss of, or delay in, market acceptance of those software products. Such publicity could reduce revenue from new licenses and lead to increased customer attrition. Alleviating these errors and failures could require significant expenditure of capital and other resources by us. The consequences of these errors and failures could have a material adverse effect on our business, results of operations, and financial condition.

Because many of our customers use our software products for business-critical applications, any errors, defects, or other performance problems could result in financial or other damage to our

customers. Our customers or other third parties could seek to recover damages from us in the event of actual or alleged failures of our software solutions. We have in the past been, and may from time to time continue to be, subject to these kinds of claims. Although our license agreements with customers typically contain provisions designed to limit our exposure to potential claims, as well as any liabilities arising from these claims, the provisions may not effectively protect against these claims and the liability and associated costs. Accordingly, any such claim could have a material adverse effect upon our business, results of operations, and financial condition. In addition, defending this kind of claim, regardless of its merits, or otherwise satisfying affected customers, could entail substantial expense and require the devotion of significant time and attention by key management personnel.

***The hosting services of some of our products are dependent on the uninterrupted operation of data centers. Any unexpected interruption in the operation of data centers used could result in customer dissatisfaction and a loss of revenues.***

Some of our VMS businesses provide hosting services in respect of some of our software products. These hosting services depend upon the uninterrupted operation of data centers and the ability to protect computer equipment and information stored in these data centers against damage that may be caused by natural disaster, fire, power loss, telecommunications or internet failure, unauthorized intrusion, computer viruses and other similar damaging events. If any of the data centers we use were to become inoperable for an extended period, we might be unable to provide our customers with contracted services. Although we take what we believe to be reasonable precautions against such occurrences, we can give no assurance that damaging events such as these will not result in a prolonged interruption of our services, which could result in customer dissatisfaction, loss of revenue and damage to our business.

As a provider of hosted services, we receive confidential information, including credit card and other financial and accounting data. There can be no assurance that this information will not be subject to loss, destruction, computer break-ins, theft, or other improper activity that could jeopardize the security of information for which we are responsible. Any such lapse in security could expose us to litigation, loss of customers, or otherwise harm our business. In addition, any person who is able to circumvent our security measures could misappropriate proprietary or confidential customer information or cause interruptions in our operations.

***We are currently, and may in the future become, subject to civil litigation, which if decided against us, could require us to pay judgments, settlements or other penalties and could potentially result in the dilution of our Common Shares.***

In addition to being subject to litigation in the ordinary course of business, we may become subject to class actions, securities litigation or other actions, including anti-trust and anti-competitive actions.

Any litigation may be time consuming, expensive and distracting from the conduct of our daily business. The adverse resolution of any specific lawsuit could have a material adverse effect on our financial condition and liquidity.

In addition, the resolution of those matters may require us to issue additional Common Shares, which could potentially result in the dilution of our Common Shares. Expenses incurred in connection with these matters (which include fees of lawyers and other professional advisors and potential obligations to indemnify officers and directors who may be parties to such actions) could adversely affect our cash position.

***The market price of the Common Shares will fluctuate.***

The market price of the Common Shares will fluctuate due to a number of factors, including:

- actual or anticipated changes in our results of operations;
- changes in estimates of our future results of operations by management or securities analysts;
- announcements of technological innovations or new software products by us or our competitors;
- general industry changes; or
- material acquisitions.

In addition, the financial markets have experienced significant price and value fluctuations that have particularly affected the market prices of equity securities of many software companies and that sometimes have been unrelated to the operating performance of these companies. Broad market fluctuations, as well as economic conditions generally and in the software industry specifically, may adversely affect the market price of the Common Shares.

Sales of substantial amounts of Common Shares by our existing shareholders, or the perception that these sales will occur, may cause the market price of the Common Shares to fall.

***Our dividend policy may change. We may not pay dividends in the future.***

The Board adopted a policy to pay quarterly dividends commencing April 2, 2012. The Company may also pay special dividends from time to time. Although we have paid dividends in the past, there may be circumstances where we may change our position on paying dividends. There is no guarantee we will pay dividends in future years. The dividend policy will be reviewed from time to time by our Board of Directors in the context of our earnings, financial condition and other relevant factors, including the availability of acquisition opportunities and other sources of capital. As indicated in the Company's March 6, 2014 and February 15, 2021 press releases, the Company will not hesitate to reduce or even eliminate the current quarterly dividend if, at any time, other attractive sources of capital are not readily available. In addition, if the Company fails to pay interest owing on the Subordinated Debentures in full in cash on any interest payment date in respect of the Subordinated Debentures, the Company will not be permitted to declare or pay dividends of any kind on the Common Shares until such time as the Company pays such interest to holders of Subordinated Debentures. See "Description of Capital Structure – Warrants and Subordinated Debentures".

***No limit on indebtedness***

Neither the trust indenture dated November 19, 2014, as supplemented by the first supplemental indenture dated September 30, 2015, a second supplemental indenture dated August 29, 2023 and the third supplemental indenture dated October 6, 2023, in each case, between the Company and Computershare Trust Company of Canada (the "Subordinated Debenture Indenture"), nor the trust indenture dated February 16, 2024, as supplemented by a first supplemental indenture dated February 16, 2024 and a second supplemental trust indenture dated February 16, 2024, in each case, between the Company and Computershare Trust Company, N.A. (the "Senior Note Indenture", and together with the Subordinated Debenture Indenture, the "Indentures") limits the ability of the Company to incur additional debt or liabilities (including senior indebtedness). In order to finance acquisitions from time-to-time, the Company expects to draw down additional indebtedness under its credit facility, enter new credit facilities without recourse to CSI, and may also issue additional

Subordinated Debentures and/or additional Senior Notes at any time. The additional indebtedness will increase the interest payable by the Company from time-to-time until such amounts are repaid, which will represent an increase in the Company's cost and a potential reduction in the Company's income. In addition, the Company may need to find additional sources of financing to repay these amounts when they become due. There can be no guarantee that the Company will be able to obtain financing on terms acceptable to it or at all at any such time.

***If our security measures for our products and services are compromised and as a result, our data, our customers' data or our IT systems are accessed improperly, made unavailable, or improperly modified, our products and services may be perceived as vulnerable, our brand and reputation could be damaged, the IT services we provide to our customers could be disrupted, and customers may stop using our products and services, all of which could reduce our revenue and earnings, increase our expenses and expose us to legal claims and regulatory actions.***

We are in the IT business, and certain of our products and services, store, retrieve, manipulate and manage our customers' information and data, external data, as well as our own data.

At times, we encounter attempts by third parties (which may include nation states and individuals sponsored by them) to identify and exploit product and service vulnerabilities, penetrate or bypass our security measures, and gain unauthorized access to our or our customers', partners' and suppliers' software, hardware and cloud offerings, networks and systems, any of which could lead to the compromise of personal information or the confidential information or data of Constellation or our customers. Cyber attackers and other threat actors may be able to develop and deploy IT related viruses, worms, and other malicious software programs that could attack our networks, systems, products and services, exploit potential security vulnerabilities of our networks, systems, products and services, create system disruptions and cause shutdowns or denials of service. This is also true for third-party data, products or services incorporated into our own products and services or used by us. Data may also be accessed or modified improperly as a result of customer, partner, employee or supplier error or malfeasance and third parties may attempt to fraudulently induce customers, partners, employees or suppliers into disclosing sensitive information such as user names, passwords or other information in order to gain access to our data, our customers', suppliers' or partners' data or the IT systems of Constellation, its customers, suppliers or partners.

In particular, as announced by the Company on May 4, 2023, we were subject to a cyber-security incident in April 2023 that impacted a number of our IT infrastructure systems. Although the incident did not have a material impact on our business operations, as with any cyber-incident, there is a risk that individuals or business partners impacted by this or future incidents may make claims against us or other liability might arise, or that a privacy commissioner may institute an investigation or actions against us.

In Canada, the Personal Information Protection and Electronic Documents Act requires businesses to give notice of any breaches of security safeguards affecting personal information to the affected individuals and Privacy Commissioner where there is a real risk of significant harm to the affected individuals and impose the keeping of a register of such breaches. Certain provinces, such as Quebec and Alberta, also have similar requirements. Failure to comply with the reporting and record keeping obligations may result in a fine. In Quebec, this fine may be up to the greater of CAD $25 million or 4% of a company's annual revenue. In Europe, the General Data Protection Regulation provides obligations that apply internationally to entities that control or process the personal data of citizens in the territory of the European Union. This legislation also includes mandatory breach notification provisions as part of a comprehensive regime that governs the processing of personal information. Penalties for violations can be up to 4% of a company's total annual revenue. In The United States,

the Health Insurance Portability and Accountability Act of 1966, as amended by the Health Information Technology for Economic and Clinical Health Act and implementing regulations mandates, among other things, the adoption of uniform standards for the electronic exchange of information in common health care transactions (such as health care claims information and plan eligibility, referral certification and authorization, claims status, plan enrolment, coordination of benefits and related information), as well as standards relating to the privacy and security of individually identifiable health information, which govern the use and disclosure of such information and require the adoption of administrative, physical and technical safeguards to protect such information. In addition, many U.S. states, Canadian provinces and other countries have enacted similar laws addressing the privacy and security of health-related information. Failure to comply with laws addressing the privacy and security of health-related information could result in the imposition of significant fines and/or criminal penalties.

The consequences of security breaches, compliance with privacy and data protection laws and regulations and the potential liability associated with the failure to comply with these laws could have a material adverse effect on our business, results of operations, and financial condition.

## DIVIDENDS

### Dividends

Since January 1, 2022, we have declared the following cash dividends on our Common Shares:

| Class of Shares | Date of Payment | Amount of Dividend Per Share | Record Date for Payment |
|---|---|---|---|
| Common | April 15, 2025 | US$1.00 (quarterly) | March 28, 2025 |
| Common | January 10, 2025 | US$1.00 (quarterly) | December 20, 2024 |
| Common | October 10, 2024 | US$1.00 (quarterly) | September 20, 2024 |
| Common | July 11, 2024 | US$1.00 (quarterly) | June 20, 2024 |
| Common | April 15, 2024 | US$1.00 (quarterly) | March 28, 2024 |
| Common | January 11, 2024 | US$1.00 (quarterly) | December 20, 2023 |
| Common | October 11, 2023 | US$1.00 (quarterly) | September 20, 2023 |
| Common | July 11, 2023 | US$1.00 (quarterly) | June 20, 2023 |
| Common | April 14, 2023 | US$1.00 (quarterly) | April 6, 2023 |
| Common | January 11, 2023 | US$1.00 (quarterly) | December 20, 2022 |
| Common | October 11, 2022 | US$1.00 (quarterly) | September 20, 2022 |

| | | | |
|---|---|---|---|
| Common | July 11, 2022 | US$1.00 (quarterly) | June 20, 2022 |
| Common | April 12, 2022 | US$1.00 (quarterly) | March 16, 2022 |

Effective January 2012, our policy is to pay quarterly dividends, subject to Board approval, based on our historical practice and may pay special dividends from time to time. The Board of Directors will determine if and when dividends should be declared and paid in the future based on all relevant circumstances, including the desirability of financing further growth of the Company and our financial position at the relevant time. There is no guarantee that dividends will continue to be paid in the future.

On February 6, 2023, the Company declared a special dividend pursuant to which all holders of Common Shares of record on February 16, 2023 were entitled to receive, by way of a dividend-in-kind, 3.0003833 subordinate voting shares of Lumine Group Inc. for each Common Share held. The dividend was distributed on February 23, 2023.

On August 15, 2023, the Company declared a special dividend pursuant to which all holders of Common Shares on September 1, 2023 were entitled to receive, by way of a dividend-in-kind, one warrant of the Company (the "Warrants") for each Common Share held. The dividend was distributed on August 29, 2023. See "Description of Capital Structure – Warrants and Subordinated Debentures".

On August 23, 2023, the Company declared a special dividend pursuant to which all holders of Common Shares of record on September 1, 2023 were entitled to receive, by way of a dividend-in-kind, one right of the Company (each, a "Right") for each Common Share held. The dividend was distributed on September 8, 2023. For every 3.03 Rights held, the holder of such Rights was entitled to participate in the 2023 Rights Offering by subscribing for C$100 Series 1 Debentures at a price of C$133 per C$100 principal amount of Series 1 Debentures purchased. See "General Development of the Business – Rights Offerings".

**Dividend Reinvestment Plan**

Effective May 16, 2013, the Company adopted a dividend reinvestment plan (the "DRIP"), under which all registered holders of Common Shares in Canada are eligible to participate. Non-registered holders of Common Shares may be able to participate through their financial institution, broker or other intermediary through which their Common Shares are held. Alternatively, non-registered holders of Common Shares may become registered holders of such shares in order to participate in the DRIP. Computershare Trust Company of Canada is the agent and administrator of the DRIP.

Pursuant to the DRIP, eligible participants are permitted to increase their investment in the Company by choosing to automatically reinvest cash dividends received on the Common Shares held by them in additional Common Shares, which will be purchased by the Company (or a trustee, custodian or administrator on the Company's behalf) on the open market, or at the Company's discretion, issued from treasury. If the Common Shares issued pursuant to the DRIP are to be issued from treasury, such Common Shares will be issued at a price equal to the weighted average market price of the Common Shares on the TSX for the five trading days immediately preceding the applicable dividend payment date. To date, the Company has satisfied its obligation under the DRIP by purchasing shares on the open market.

## DESCRIPTION OF CAPITAL STRUCTURE

### Share Capital

The authorized capital of the Company consists of an unlimited number of Common Shares and a number of Preferred Shares, issuable in series, limited to not more than 20% of the number of issued and outstanding Common Shares at the time of issuance of any Preferred Shares. As at March 31, 2025 there were 21,191,530 Common Shares outstanding and no Preferred Shares outstanding.

#### *Common Shares*

The holders of the Common Shares are entitled to receive notice of and to attend all of our annual and special meetings of the shareholders and to one vote in respect of each Common Share held at all such meetings. The holders of the Common Shares are entitled, at the discretion of the Board, to receive out of any or all of our profits or surplus properly available for the payment of dividends, any dividend declared by the Board and payable on the Common Shares. The holders of the Common Shares will participate ratably in any distribution of assets, or liquidation, dissolution or winding-up or other distribution of our assets among shareholders for the purpose of winding up our affairs.

#### *Preferred Shares*

The Preferred Shares will be issuable in one or more series, where the Board will be authorized to fix the number of shares of each series, subject to the limitation on the number of Preferred Shares to be issued as described below, and to determine for each series, subject to the terms and conditions set out herein, the designation, rights, privileges, restrictions and conditions, including dividend rates, redemption prices, conversion rights and other matters.

*Ranking and Priority*

Each series of Preferred Shares will be entitled to priority over the Common Shares and any other shares of the Company ranking junior to the Preferred Shares with respect to priority in the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, and any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs. The Preferred Shares of any series may also be given such other preferences, not inconsistent with the provisions hereof, over the Common Shares and any other shares of the Company ranking junior to the Preferred Shares, as may be determined by the Board.

*Parity Among Series*

Each series of Preferred Shares will rank on a parity with every other series of Preferred Shares with respect to priority in the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, and any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs.

*Participation Upon Liquidation, Dissolution or Winding Up*

In the event of the liquidation, dissolution or winding up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the Preferred Shares will be entitled to receive from the assets of the Company any cumulative

dividends, whether or not declared, or declared non-cumulative dividends or amounts payable on a return of capital which are not paid in full in respect of any Preferred Shares and any redemption price or other liquidation amount in accordance with the rights, terms and conditions of any particular series, before any amount is paid or any assets of the Company are distributed to the holders of any Common Shares or shares of any other class ranking junior to the Preferred Shares. After payment to the holders of the Preferred Shares of the amount so payable to them as above provided they will not be entitled to share in any further distribution of assets of the Company among its shareholders for the purpose of winding up its affairs.

*Dividends*

The holders of each series of Preferred Shares will be entitled to receive dividends (which may be cumulative or non-cumulative and variable or fixed) as and when declared by the Board.

*Conversion*

No series of Preferred Shares will be convertible into any other class of shares but they may be convertible into another series of Preferred Shares.

*Redemption*

Each series of Preferred Shares may be redeemable by the Company on such terms as may be determined by the Board.

*Voting*

Holders of any series of Preferred Shares will not be entitled (except as otherwise provided by law and except for meetings of the holders of Preferred Shares or a series thereof) to receive notice of, attend at, or vote at any meeting of shareholders of the Company, unless the Board determines otherwise, in which case voting rights will only be provided in circumstances where the Company has failed to pay a certain number of dividends on such series of Preferred Shares, which determination and number of dividends and any other terms in respect of such voting rights, will be determined by the Board and set out in the designations, rights, privileges, restrictions and conditions of such series of Preferred Shares.

**Warrants and Subordinated Debentures**

*Warrants*

As at March 31, 2025 there were 21,191,530 Warrants outstanding. The Warrants are not exercisable by the holders thereof unless and until the Company exercises the company redemption right in respect of the Series 1 Debentures. If the Company exercises such company redemption right, each Warrant will become exercisable by the holder thereof for a period of 30 calendar days (the "Warrant Exercise Period") starting from the date that the Company provides notice to the holders of its Series 1 Debentures that the Company is exercising the company redemption right to redeem the Series 1 Debentures. Following notice by the Company of the exercise of the company redemption right, each Warrant will, upon exercise, entitle the holder thereof to receive, on the 10th business day following the last date of the Warrant Exercise Period (the "Series 2 Issuance Date") C$100 principal amount of unsecured subordinated floating rate debentures, Series 2 of the Company (the "Series 2 Debentures", and together with the Series 1 Debentures, the "Subordinated Debentures") for each C$100 principal amount of Series 1 Debentures tendered for repurchase by the Company. The

Company will pay any accrued and unpaid interest on the Series 1 Debentures tendered for repurchase up to, but excluding, the Series 2 Issuance Date. Other than tendering the Series 1 Debentures for repurchase, no additional exercise price will be owing by a holder of a Warrant upon the exercise of a Warrant.

The Warrants are not currently listed on the Toronto Stock Exchange or any other exchange. If and when the company redemption right in respect of the Series 1 Debentures is exercised, the Company plans to apply to list the Warrants on the TSX, so that the Warrants would trade on the TSX during the Warrant Exercise Period. The Company's ability to list the Warrants will be subject to the approval of the TSX at such time

All unexercised Warrants will expire on the earlier of (i) the first date on which all the outstanding Series 1 Debentures have matured or have otherwise been repurchased, redeemed or cancelled, and (ii) March 31, 2040.

*Subordinated Debentures*

In connection with the 2014 Rights Offering, on October 1, 2014 and November 19, 2014, the Company issued two tranches of Series 1 Debentures with an aggregate principal amount of C$96.0 million for total proceeds of C$91.2 million to the Company. In connection with the 2015 Rights Offering, on September 30, 2015, the Company issued another tranche of Series 1 Debentures with a total principal amount of C$186.2 million for total proceeds of C$214.1 million. In connection with the 2023 Rights Offering, on October 6, 2023, the Company issued another tranche of Series 1 Debentures with a total principal amount of C$213 million for total proceeds of C$282 million.

As at March 31, 2025, the total principal amount of Series 1 Debentures outstanding was C$495 million, and there were no Series 2 Debentures outstanding.

The Subordinated Debentures have a maturity date of March 31, 2040 (the "Maturity Date"). The interest rate from and including March 31, 2024 to but excluding March 31, 2025 is 10.4%. The interest rate from and including March 31, 2025 to but excluding March 31, 2026 will be 8.9%. From and including March 31, 2026 to but excluding the Maturity Date, the interest rate applicable to the Subordinated Debentures will be reset on an annual basis on March 31 of each year, at a rate equal to the annual average percentage change in the All-items Consumer Price Index during the 12 month period ending on December 31 in the prior year (which amount may be positive or negative) plus 6.5%. Notwithstanding the foregoing, the interest rate applicable to the Subordinated Debentures will not be less than 0%. The Company may, subject to certain approvals, elect to make payment in kind (a "PIK Election"), in lieu of paying interest in cash, to satisfy all or any portion of its interest obligation payable on an interest payment date by issuing to each Subordinated Debenture holder Subordinated Debentures equal to the amount of the interest obligation to be satisfied ("PIK Debentures"). The PIK Debentures will have the same terms and conditions as the Subordinated Debentures and will form part of the principal amount of the Subordinated Debentures. If, on any interest payment date, the Company fails to pay the amount of interest owing on the Subordinated Debentures in full in cash, the Company will not (A) declare or pay dividends of any kind on the Common Shares, nor (B) participate in any share buyback or redemption involving the Common Shares, until the date on which the Company pays such interest (or the unpaid portion thereof) in cash to holders of the Subordinated Debentures; however, if the Company has issued PIK Debentures in respect of all or a portion of the amount of interest owing on the Subordinated Debentures on one or more interest payment dates, the Company may resume declaring or paying dividends of any kind on the Common Shares and participating in any share buyback or redemption involving the Common Shares beginning on the earlier of (i) the next interest payment date in respect of which the Company

pays the amount of interest owing on the Subordinated Debentures in full in cash and (ii) the date on which the Company repays all amounts owing under the PIK Debentures. All payments in respect of the Subordinated Debentures will be subordinated in right of payment to the prior payment in full of all senior indebtedness of the Company, including the Senior Notes.

The Subordinated Debentures will be redeemable in certain circumstances at the option of the Company or the holder. During the period beginning on March 16 and ending on March 31 of each year, the Company will have the right, at its option, to give notice to holders of Subordinated Debentures of its intention to redeem the Subordinated Debentures, in whole or in part, on March 31 in the year that is five years following the year in which notice is given, at a price equal to the principal amount thereof plus accrued and unpaid interest up to but excluding the date fixed for redemption. During the period beginning on March 1 and ending on March 15 of each year, holders of Subordinated Debentures will have the right, at their option, to give notice to the Company of their intention to require the Company to repurchase (or to "put") the Subordinated Debentures, in whole or in part, on March 31 in the year that is five years following the year in which notice is given, at a price equal to the principal amount thereof plus accrued and unpaid interest up to but excluding the date fixed for repurchase.

Upon the occurrence of a change of control of the Company involving the acquisition of voting control or direction of more than 50% of the votes represented by the issued and outstanding Common Shares by any person or group of persons acting jointly or in concert (a "Change of Control"), each holder of Subordinated Debentures may require the Company to purchase, on the date which is 30 days following the giving of notice of the Change of Control as set out below (the "Change of Control Put Date"), the whole or any part of such holder's Subordinated Debentures at a price equal to 100% of the principal amount thereof (the "Change of Control Put Price") plus accrued and unpaid interest up to, but excluding, the Change of Control Put Date. If 90% or more of the aggregate principal amount of the Subordinated Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered for purchase on the Change of Control Put Date, the Company will have the right to redeem all the remaining Subordinated Debentures on such date at the Change of Control Put Price, together with accrued and unpaid interest to such date. Notice of such redemption must be given to the debenture trustee prior to the Change of Control Put Date and, as soon as possible thereafter, by the debenture trustee to the holders of the Subordinated Debentures not tendered for purchase.

The rights of the holders of the Subordinated Debentures as well as any other series of debentures that may be issued under the Subordinated Debenture Indenture may be modified in accordance with the terms of the Subordinated Debenture Indenture. For that purpose, among others, the Subordinated Debenture Indenture contains certain provisions which will make binding on all Subordinated Debenture holders resolutions passed at meetings of the holders of the debentures issued under the Subordinated Debenture Indenture by votes cast thereat by holders of not less than $66^{2/3}\%$ of the principal amount of the then outstanding debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than $66^{2/3}\%$ of the principal amount of the then outstanding debentures. In certain cases, the modification will, instead of or in addition to the foregoing, require assent by the holders of the required percentage of debentures of each particularly affected series. Under the Subordinated Debenture Indenture, the debenture trustee will have the right to make certain amendments to the Subordinated Debenture Indenture in its discretion, without the consent of the holders of Subordinated Debentures.

The Subordinated Debenture Indenture provides that an event of default ("Event of Default") in respect of the Subordinated Debentures will occur if certain events described in the Subordinated Debenture Indenture occur, including if any one or more of the following described events has

occurred and is continuing with respect to the Subordinated Debentures: (i) failure to pay principal or premium, if any, on the Subordinated Debentures, whether at the maturity date, upon redemption, by acceleration or otherwise; or (ii) certain events of bankruptcy, insolvency or reorganization of the Company under bankruptcy or insolvency laws. Subject to the senior indebtedness postponement provisions, if an Event of Default has occurred and is continuing, the debenture trustee may, in its discretion, and shall, upon the request of holders of not less than 25% in principal amount of the then outstanding Subordinated Debentures, declare the principal of (and premium, if any) and accrued interest on all outstanding Subordinated Debentures to be immediately due and payable.

The Series 2 Debentures are identical in all material respects to the Series 1 Debentures, except that the Series 2 Debentures do not include a company redemption right.

**Senior Notes**

The 2029 Notes will accrue interest at a rate of 5.158% per year and will mature on February 16, 2029 unless redeemed or repurchased prior to that date. The 2034 Notes will accrue interest at a rate of 5.461% per year and will mature on February 16, 2034 unless redeemed or repurchased prior to that date. Interest will accrue on the Senior Notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the notes), payable semi-annually in arrears on February 16 and August 16 of each year, beginning on August 16, 2024.

The Senior Notes are not listed on any securities exchange or included in any automated quotation system and are not subject to any sinking fund.

The Company may, subject to compliance with applicable law, at any time purchase Senior Notes in the open market or otherwise.

The Senior Note Indenture contains certain covenants that limit the Company's ability to incur liens, enter into sale and leaseback transactions and sell or transfer all or substantially all of its assets to another entity.

Each of the Company's subsidiaries that is a guarantor of indebtedness outstanding under the Company's revolving credit facility agreement dated as of January 31, 2024 (the "Credit Facility") has guaranteed each series of Senior Notes. In addition, each of the Company's subsidiaries that becomes a guarantor of indebtedness outstanding under the Credit Facility will be required to guarantee the Senior Notes on a senior unsecured basis. The guarantors will, jointly and severally, irrevocably and unconditionally guarantee the Company's obligations under each series of Senior Notes and all obligations under the Senior Note Indenture.

The Senior Notes and the guarantees will be senior unsubordinated obligations of the Company and the guarantors and will rank equally (*pari passu*) with all other senior unsubordinated debt obligations of the Company and the guarantors from time to time outstanding, including the Credit Facility.

The Senior Notes and the guarantees are unsecured obligations of the Company and the guarantors, respectively. Secured indebtedness of the Company and the guarantors will be effectively senior to the Senior Notes and the guarantees to the extent of the value of the assets securing such indebtedness.

The Senior Notes and the guarantees rank senior in right of payment to all of the existing and future obligations of the Company and guarantors that are expressly subordinated to the Senior Notes, including the Subordinated Debentures.

Prior to January 16, 2029 (one month prior to their maturity date), in the case of the 2029 Notes (the "2029 Par Call Date") and prior to November 16, 2033 (three months prior to their maturity date), in the case of the 2034 Notes (the "2034 Par Call Date" and together with the 2029 Par Call Date, the "Par Call Dates"), the Company may redeem the Senior Notes of the applicable series at its option, in whole or in part, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount to be redeemed plus accrued and unpaid interest to, but excluding, such redemption date and the applicable "make-whole" redemption amount calculated as described under the Senior Note Indenture.

On or after the applicable Par Call Date, the Company may redeem the applicable series of Senior Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of such Senior Notes being redeemed plus accrued and unpaid interest thereon if any, to but excluding, the redemption date.

Subject to certain limitations, the Company will have the right to redeem the Senior Notes in whole, but not in part, at any time, in the event that, due to an amendment to, or change in, tax laws (or the official application, interpretation or administration thereof or assessing practices thereunder), including by judicial decision, it would become obligated to pay additional amounts with respect to the Senior Notes. If the Company redeems the Senior Notes in such circumstances, the redemption price of each Senior Note redeemed will be equal to 100% of the principal amount of such Senior Note plus accrued and unpaid interest thereon to, but excluding, the date of redemption.

If a change of control repurchase event occurs, each holder of the notes of such series will have the right to require the Company to repurchase all or any part of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the Senior Notes repurchased plus any accrued and unpaid interest on the Senior Notes repurchased to, but excluding, the date of repurchase.

"*change of control repurchase event*" means, with respect to each series of Senior Notes, the occurrence of both a change of control and a ratings event.

"*change of control*" means the occurrence of any of the following: (1) the sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or arrangement) of all or substantially all of the assets of the Company and its subsidiaries taken as a whole to any person; (2) the adoption of a plan by the Company's board of directors relating to the Company's liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger, amalgamation, consolidation or arrangement) the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the aggregate of the total voting power of the voting stock of the Company; or (4) subject to certain exceptions, the Company consolidates, amalgamates or arranges with, or merges with or into, any person, or any person consolidates, amalgamates or arranges with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding voting stock of the Company or the outstanding voting stock of such other person is converted into or exchanged for cash, securities or other property.

"*ratings event*" means the rating on the Senior Notes of a series is lowered by each of Fitch and S&P (or applicable successor), and such notes are rated below investment grade by each of the rating agencies on any day during the period commencing on the earlier of (a) the first public notice of the occurrence of a change of control or (b) the public announcement by the Company of its intention to

effect a change of control, and ending 60 days following consummation of such change of control (subject to extension in certain circumstances).

The Company will not be required to repurchase the Senior Notes upon a change of control repurchase event if a third party agrees to repurchase the Senior Notes in the manner, at the times and otherwise in compliance with the requirements for the Company under the Senior Note Indenture and such third party repurchases all Senior Notes properly tendered and not withdrawn by the holders.

Each of the following is an "event of default" under the Senior Note Indenture with respect to a series of Senior Notes:

1) default in the payment of any interest on any Senior Note of such series when it becomes due and payable, and the continuance of such default for a period of 30 days or more;

2) default in the payment of the principal of or any premium, if any, on any Senior Note of such series when due at its maturity, upon optional redemption, or otherwise;

3) failure by the Company to repurchase Senior Notes of such series tendered for repurchase following the occurrence of a change of control repurchase event;

4) default in the observance or performance of any other covenant by the Company in the Senior Note Indenture (other than those referred to in (1), (2) or (3) above), which default continues uncured for a period of 60 days or the Company or trustee receives written notice from the holders of not less than 25% in aggregate principal amount of the applicable series of Senior notes then outstanding as provided in the Senior Note Indenture;

5) certain events of bankruptcy, insolvency or reorganization with respect to the Company;

6) (a) failure by the Company or any guarantor to make any payment at maturity, including any applicable grace period, on any indebtedness of the Company or such guarantor (other than, in the case of the Company, indebtedness of the Company owing to any of its subsidiaries or in the case of the guarantors, indebtedness of such guarantors owing to the Company or any other subsidiary) outstanding in an amount in excess of $50 million and continuance of this failure to pay or (b) a default on any indebtedness of the Company or any guarantor (other than, in the case of the Company, indebtedness of the Company owing to any of its subsidiaries or in the case of the guarantors, indebtedness of such subsidiaries owing to the Company or any other subsidiary), which default results in the acceleration of such indebtedness in an amount in excess of $50 million without such indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above, for a period of 30 days after written notice thereof to the Company by the trustee or to the Company and the trustee by the holders of not less than 25% in aggregate principal amount of the applicable series of Senior Notes then outstanding; provided, however, that if any failure, default or acceleration referred to in clause (a) or (b) above ceases or is cured, waived, rescinded or annulled, then the event of default will be deemed cured; and

7) the guarantee of a material subsidiary ceases to be in full force and effect with respect to a series of Senior Notes (except as contemplated by the terms of the Senior Note Indenture) or such guarantor denies or disaffirms in writing its obligations under the Senior Note Indenture or any guarantee, other than by reason of the release of such guarantee in accordance with the terms of the Senior Note Indenture.

The Senior Note Indenture provides that if an event of default has occurred with respect to the Senior Notes of a series and is continuing, the trustee or the holders of not less than 25% in aggregate principal amount of such series of Senior Notes then outstanding may declare the entire principal amount of all the notes of such series then outstanding to be immediately due and payable.

The Company may amend the Senior Note Indenture in certain circumstances without the consent of the holders of the Senior Notes. Certain other changes to the Senior Note Indenture require the consent of the holders of not less than a majority in principal amount outstanding of the 2029 Senior Notes or the 2034 Senior Notes, in each case affected by the amendments.

**Credit Ratings**

Fitch Ratings ("Fitch") has assigned a rating to the Subordinated Debentures of 'BBB' and a rating to the Senior Notes of 'BBB+'. According to Fitch's website, a credit rating of 'BBB' represents good credit quality and indicates that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. The 'BBB' rating assigned by Fitch is the 4th highest of Fitch's 11 rating categories, which range from 'AAA' to 'D'.

Standard & Poor's Global Ratings, a division of The McGraw-Hill Companies, Inc. ("S&P") has assigned a rating to the Senior Notes of 'BBB'. According to S&P's website, a credit rating of 'BBB' represents adequate capacity to meet financial commitments, but more subject to adverse economic conditions. The modifiers "+" or "-" may be appended to a rating to denote relative standing within the major rating categories. The 'BBB' rating assigned by S&P is the 4th highest of S&P's 12 rating categories, which range from 'AAA' to 'D'.

A credit rating or a stability rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the credit rating organization.

The Company has made customary payments of fees to Fitch and S&P in connection with the above-mentioned ratings but has not made any payments to Fitch or S&P in respect of any other service provided to the Company by Fitch or S&P, as applicable, during the last two years.

## MARKET FOR SECURITIES

The Common Shares are listed on the Toronto Stock Exchange ("TSX") under the symbol "CSU". The monthly price ranges and total monthly trading volumes for the Common Shares on the TSX during the most recently completed fiscal year were as follows:

| Month | Share Price (C$ per share) | | Total Monthly Volumes (# of Shares) |
|---|---|---|---|
| | High | Low | |
| January 2024 | 3,806.43 | 3,209.68 | 1,151,586 |
| February 2024 | 3,818.85 | 3,557.00 | 1,009,224 |
| March 2024 | 3,857.45 | 3,657.20 | 1,116,943 |
| April 2024 | 3,798.40 | 3,541.85 | 1,135,338 |
| May 2024 | 3,853.15 | 3,528.30 | 1,165,504 |
| June 2024 | 3,976.71 | 3,720.00 | 1,172,932 |
| July 2024 | 4,550.00 | 3,900.20 | 1,413,731 |
| August 2024 | 4,420.35 | 3,910.01 | 1,072,229 |
| September 2024 | 4,547.49 | 4,086.45 | 987,800 |
| October 2024 | 4,482.66 | 4,009.71 | 972,013 |
| November 2024 | 4,797.69 | 4,199.04 | 923,526 |
| December 2024 | 4,879.19 | 4,380.00 | 956,298 |
| **Total** | | | **13,077,124** |

The Series 1 Debentures are listed on the TSX under the symbol "CSU.DB". The monthly price ranges and total monthly trading volumes for the Series 1 Debentures on the TSX during the most recently completed fiscal year were as follows (trading prices include accrued interest):

| Month | Series 1 Debenture Price (C$ per $100 of principal) | | Total Monthly Volume (per $100 principal amount) |
|---|---|---|---|
| | High | Low | |
| January 2024 | 128.90 | 127.49 | 15,411 |
| February 2024 | 130.00 | 128.00 | 5,538 |
| March 2024 | 134.00 | 129.30 | 22,216 |
| April 2024 | 129.50 | 126.50 | 15,318 |
| May 2024 | 128.50 | 126.60 | 25,628 |
| June 2024 | 128.00 | 124.05 | 9,180 |
| July 2024 | 127.00 | 118.00 | 31,471 |
| August 2024 | 122.25 | 116.00 | 92,298 |
| September 2024 | 123.00 | 121.50 | 48,165 |
| October 2024 | 123.00 | 116.50 | 13,196 |
| November 2024 | 121.00 | 114.00 | 10,395 |
| December 2024 | 122.99 | 117.01 | 29,552 |
| **Total** | | | **318,368** |

## ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTION ON TRANSFER

| Designation of Class | Number of Securities Held in Escrow or Subject to a Contractual Restriction on Transfer | Percentage of Class |
|---|---|---|
| Common Shares | 122,690 | 0.58% |

Computershare Trust Company of Canada is acting as escrow agent for all of the above securities pursuant to the terms of our employee bonus plan and employee share ownership plan. Generally, one third of the Common Shares acquired pursuant to the plan will be released from escrow on the first business day in January in each of the third, fourth and fifth year after the date of acquisition.

## DIRECTORS AND EXECUTIVE OFFICERS OF THE COMPANY

The following table sets out, for each of our directors and executive officers as of March 28, 2025, the person's name, municipality of residence, position(s) with CSI, principal occupation and, if a director, the year in which the person became a director. Our directors are elected annually and, unless re-elected, retire from office at the end of the next annual general meeting of shareholders. As of March 28, 2025, our directors and executive officers (as a group) owned, or exerted direction or control over, a total of (i) 1,305,945 Common Shares representing 6.16% of our total outstanding Common Shares, (ii) a total of 1,760,938 of the outstanding subordinate voting shares of Topicus.com Inc., a subsidiary of CSI, representing 2.12% of such subordinate voting shares, (iii) a total of 37,513,627 of the outstanding ordinary units of Topicus Coop, a subsidiary of CSI, representing 28.9% of such outstanding ordinary units, and (iv) a total of 2,771,006 of the outstanding subordinate voting shares of Lumine Group Inc., a subsidiary of CSI, representing 1.08% of such subordinate voting shares

| Name and Place of Residence | Positions with CSI | Principal Occupation | Director Since | Common Shares of CSI Beneficially Held or Over Which Control is Exercised |
|---|---|---|---|---|
| LAWRENCE CUNNINGHAM[2] .... New York, NY, USA | Director and Vice-Chairman of the Board | Special Counsel and Emeritus Professor | 2023 | 1,258 |
| MARK LEONARD..... Toronto, Ontario, Canada | President | President of CSI | 1995 | 407,797[4] |
| LORI O'NEILL [1][3]..... Ottawa, Ontario, Canada | Director | Consultant | 2018 | 233 |
| DONNA PARR Toronto, Ontario, Canada | Director | President, Crimson Capital | 2020 | 93 |
| ROBERT KITTEL[1][2]..... Toronto, Ontario, Canada | Director | Chief Operating Officer of Westaim Canada Services Corporation | 2013 | 1,203 |
| CLAIRE KENNEDY..... Toronto, Ontario, Canada | Director | Senior Advisor, Bennett Jones LLP | 2022 | 180 |
| LAURIE SCHULTZ..... Vancouver, British Columbia, Canada | Director | Consultant | 2021 | 369 |
| BERNARD ANZAROUTH..... Montreal, Quebec, Canada | Chief Investment Officer | Chief Investment Officer | N/A | 148,637 |
| JAMAL BAKSH..... Toronto, Ontario, Canada | Chief Financial Officer | Chief Financial Officer | N/A | 2,010 |
| JEFF BENDER ..... | Director and | Executive Chairman, | 2013 | 53,414 |

| Name and Place of Residence | Positions with CSI | Principal Occupation | Director Since | Common Shares of CSI Beneficially Held or Over Which Control is Exercised |
|---|---|---|---|---|
| Ottawa, Ontario, Canada | Executive Chairman, Harris Operating Group | Harris Operating Group | | |
| JOHN BILLOWITS ..... Toronto, Ontario, Canada | Director and Chairman of the Board | Investor | 2020 | 35,759 |
| MARK DENNISON ..... Toronto, Ontario, Canada | General Counsel and Secretary | General Counsel and Secretary of CSI | N/A | 2,939 |
| MARK MILLER..... Oakville, Ontario, Canada | Director and Chief Operating Officer of CSI, Executive Chairman, Volaris Operating Group, Director and Chairman of Lumine Group Inc. | Chief Operating Officer of CSI and Executive Chairman, Volaris Operating Group | 2013 | 251,680 |
| DEXTER SALNA..... Toronto, Ontario, Canada | Director, Member of Perseus Board | Member of Perseus Board | 2023 | 252,295 |
| BARRY SYMONS ..... Toronto, Ontario, Canada | Director and Chief Executive Officer, Jonas Operating Group | Chief Executive Officer, Jonas Operating Group | 2020 | 145,155 |
| ROBIN VAN POELJE..... Blaricum, The Netherlands | Director, Chief Executive Officer and Chairman, Topicus.com Inc., | Director, Chief Executive Officer, and Chairman, Topicus.com Inc. | 2018 | 142 |
| SUSAN GAYNER[1]..... Richmond, VA, USA | Director | Consultant | 2019 | 180 |
| ANDREW PASTOR [2]..... Toronto, Ontario, Canada | Director | Partner, EdgePoint | 2020 | 107 |
| DAMIAN MCKAY..... Templestowe, Australia | Chief Executive Officer, Vela Software Group | Chief Executive Officer, Vela Software Group | NA | 2,494 |

(1) Member of Audit Committee.
(2) Member of Compensation, Nominating and Human Resources Committee.
(3) Ms. O'Neill was a director of DragonWave Inc. from June 13, 2013 to July 31, 2017. Following Ms. O'Neill's resignation on July 31, 2017, the Ontario Superior Court of Justice appointed a receiver over the business and assets of DragonWave Inc., following an application of Comerica Bank as Agent for DragonWave Inc.'s senior lenders, pursuant to the *Bankruptcy and Insolvency Act* (Canada). On July 20, 2017, the shares of DragonWave Inc. were halted from trading on the TSX by the Investment Industry Regulatory Organization of Canada. The shares of DragonWave Inc. were delisted from the TSX and the NASDAQ on August 30, 2017 and August 2, 2017, respectively.
(4) On August 5, 2015, the Company announced that L6 Holdings Inc. (formerly known as 1388369 Ontario Inc.), an Ontario corporation ("L6") which as of August 5, 2015 owned 1,000,000 Common Shares (representing approximately 4.7% of the issued and outstanding Common Shares of CSI) and which was previously controlled by Mr. Leonard, President and Chairman of the Board, is now controlled exclusively by the adult children of Mr. Leonard.

**Biographies**

The following are brief profiles of our executive officers and directors, including a description of each individual's principal occupation within the past five years.

*Lawrence Cunningham — Director and Vice-Chairman of the Board*
Mr. Cunningham joined the Board in August 2017. Mr. Cunningham is the Founder of the Quality Shareholders Group and Professor Emeritus at George Washington University. He has served on numerous public and private boards, including currently as a director of Markel Group (New York Stock Exchange) and Kelly Partners Group Holdings (Australian Stock Exchange). He is a Trustee of the Museum of American Finance; on the Advisory Board of the Ben Graham Centre for Value Investing, Ivey Business School, University of Western Ontario; and a member of the Dean's Council of Lerner College of Business of the University of Delaware. Previous positions include practicing corporate law with Cravath, Swaine & Moore and Mayer Brown; Academic Dean of Boston College Law School; and Director of the Heyman Center on Corporate Governance at Cardozo Law School. In 2018, he received the B. Kenneth West Lifetime Achievement Award from the National Association of Corporate Directors (NACD). Prof. Cunningham holds a bachelor's degree in economics (with honors) from the University of Delaware and a juris doctor (law) degree from Cardozo (magna cum laude).

*Mark Leonard — President*
Mr. Leonard founded CSI in 1995. Prior to founding CSI, Mr. Leonard worked in the venture capital business for eleven years. Mr. Leonard holds a BSc. from the University of Guelph, and a MBA from the University of Western Ontario.

*Lori O'Neill — Director*
Ms. O'Neill joined the Board in March 2018. Ms. O'Neill is a FCPA, FCA, corporate director and independent financial consultant to growth companies, after serving over 24 years with Deloitte LLP. As a partner at Deloitte LLP with various national and industry leadership roles, she focused on advising growth companies from start-up to multinationals, supporting complex transactions, private and public equity offerings, mergers and acquisitions in Canada and the U.S. She was previously the chair of the audit committee for Sierra Wireless, Inc. and has served boards of numerous public and private technology companies, non-profit organizations and crown corporations. Ms. O'Neill graduated from Carleton University with a Bachelor of Commerce Highest Honors in 1988, achieved her CPA, CA designation in 1990, her U.S. CPA designation in 2003, and completed the ICD Director Education Program attaining the ICD.D.

*Donna Parr – Director*
Ms. Parr has significant experience in venture and private equity investing and corporate finance working for Canadian Medical Discoveries Fund, Ontario Municipal Employees Retirement System,

Canada Pension Plan, and several other institutional investors. Ms. Parr has served on numerous boards of private companies primarily on behalf of institutional investors and as an Independent Corporate Director, including a term as a director of CSI from 1995 to 2003. Ms. Parr is currently a Managing Partner at Cross-Border Impact Ventures, the President of Crimson Capital and has been with Crimson Capital since 2009. Ms. Parr holds an MBA from York University and Masters and Honours degrees from the University of Toronto in International Relations. Ms. Parr is currently a director of Topicus.com Inc.

*Robert Kittel — Director*
Mr. Kittel joined the Board in 2013. Mr. Kittel has been the Chief Operating Officer of Westaim Canada Services Corporation since January 2025 and the Westaim Corporation from January 2013 to December 2024. The Westaim Corporation is a publicly traded financial and investment holding company. Previously he was a Partner and Portfolio Manager at Goodwood Inc., an investment management firm that he joined in 2002. From 2000 through 2002, he was Vice President and Analyst of a Canadian-based hedge fund investment firm. From 1997 through 2000, Mr. Kittel was employed by the Cadillac Fairview Corporation, a commercial real estate development company in the investments area. Prior to 1997, Mr. Kittel was a staff accountant at KPMG LLP. Mr. Kittel has served as a director on several public boards, both in Canada and the United States. Mr. Kittel holds a BBA Honours (Gold Medalist) from Wilfrid Laurier University and is a Chartered Professional Accountant and a Chartered Financial Analyst.

*Claire Kennedy — Director*
Ms. Kennedy joined our Board in 2022. Ms. Kennedy is a Senior Advisor, Clients & Industries at Bennett Jones LLP, a role she has held since 2019, prior to which she was a partner of the firm from 2009. Ms. Kennedy received her BASc in Chemical Engineering & Applied Chemistry from the University of Toronto in 1989 and her LL.B from Queen's University in 1994. Called to the bar in Ontario in 1996, Ms. Kennedy was law clerk to the late Honourable Mr. Justice Charles D. Gonthier of the Supreme Court of Canada. Ms. Kennedy currently serves as Lead Director of the Bank of Canada, Chair of the Audit Committee of Alamos Gold Inc. and Chair of the Board at Neo Performance Materials Inc. Ms. Kennedy is past Chair of the University of Toronto's Governing Council and she is a member of the Dean's Advisory Board at the Rotman School of Management.

*Laurie Schultz — Director*
Ms. Schultz joined our Board in 2021. Ms. Schultz has over thirty years of experience in the software and technology sectors, including leadership of several multi-million-dollar software businesses spanning the personal finance, small business accounting, SaaS, mid-market ERP, and GRC categories. Ms. Schultz served as the President and CEO of Galvanize from 2011 until it was sold in 2021. Starting in 2004 she held several executive positions at Sage including serving as VP and GM at Sage's Mid-Market ERP business group from 2007 until 2011. Ms. Schultz was a Senior Manager at KPMG from 1996 until 1999 and was a Senior Manager at Telus Communications from 1989 until 1996. Ms. Schultz is currently a Director of Lumine Group Inc. Ms. Schultz holds a Bachelor of Commerce and an MBA from the University of Alberta.

*Bernard Anzarouth — Chief Investment Officer*
Mr. Anzarouth joined CSI in 1995. He works closely with our operating groups to identify and pursue opportunities for platform acquisitions and acquisitions in our existing vertical markets on a global basis. Before joining CSI, Mr. Anzarouth was AVP Business Development for Ascom Inc., a Swiss-based technology corporation from 1993 to 1994. Prior to that Mr. Anzarouth held various positions with IBM. Mr. Anzarouth holds a B.Eng. in Electrical/Computer Engineering from McGill University and an MBA from the European Institute of Business Administration (INSEAD).

*Jamal Baksh – Chief Financial Officer*
Mr. Baksh has been with CSI since 2003 when he joined as Controller of the Jonas Operating Group. Mr. Baksh is currently the Chief Financial Officer of CSI. Prior to assuming this role, he has served in a number of senior executive roles within Jonas and CSI including Vice President of Finance for CSI reporting to the Chief Financial Officer. Mr. Baksh is a Certified Management Accountant and holds an Honours Bachelor of Mathematics degree from the University of Waterloo. Mr. Baksh is also the Chief Financial Officer of Topicus.com Inc.

*Jeff Bender — Director and Executive Chairman, Harris Operating Group*
Mr. Bender joined CSI in 1999 after spending 7 years at Deloitte LLP. Mr. Bender is the Executive Chairman of Constellation's Harris Operating Group. Mr. Bender previously was the Chief Executive Officer for the Harris Operating Group and was appointed to the Board of CSI in 2013. Mr. Bender is a Chartered Professional Accountant and holds a BCom from Carleton University. Mr. Bender also serves on the Board of Directors of Aptean, a privately held vertical market software company.

*John Billowits – Director and Chairman of the Board*
Mr. Billowits was previously employed by CSI from 2003 until 2020, most recently as the Chief Executive Officer of the Vela Operating Group. Prior to being CEO of the Vela Operating Group, he was the Chief Financial Officer of CSI and was the President of Jonas Club division. Prior to joining CSI, Mr. Billowits held a number of roles with Bain & Company, Dell Computers and PwC. Mr. Billowits is a Chartered Professional Accountant, holds an MBA with Distinction from the London Business School and Honours BBA with Distinction from Wilfrid Laurier University. Mr. Billowits also serves on the Board of Directors of Togetherwork, a privately held vertical market software company, HgCapital Trust Plc and Topicus.com Inc.

*Mark Dennison — General Counsel and Secretary, CSI*
Mr. Dennison joined CSI in 2001, initially working within the Volaris Operating Group and moving to CSI head office in 2007. Prior to joining Constellation, Mr. Dennison worked in the law department at Bombardier Aerospace. Mr. Dennison was called to the Bar of Ontario in 1999. He has received an LL.B. from the University of Toronto and a B.A. from the University of Windsor.

*Mark Miller — Director, Executive Chairman, Volaris Operating Group, Chief Operating Officer, Constellation Software, Chairman of Lumine Group Inc. Board of Directors*
Mark Miller is the Executive Chairman of Volaris Group. Mark also serves as Director and Chief Operating Officer of Constellation Software and Chairman of the Board of Directors of Lumine Group. Mark also currently serves on the board of ventureLAB and Computer Modeling Group. Mark holds a BS in Statistics and Mathematics from McMaster University in Hamilton, Ontario.

*Dexter Salna — Director, Member of Perseus Board*
Mr. Salna was previously employed by CSI until 2023, most recently being the President of the Perseus Operating Group. Mr. Salna is currently a member of the Perseus Board. Mr. Salna has also held various senior executive positions with our Volaris Operating Group since 1995. From January 2000 to March 2001, Mr. Salna took a leave of absence from Volaris to pursue other business opportunities. Mr. Salna received a B.A.Sc. in Civil Engineering from the University of Toronto, an M.S. in Construction Management and Engineering from Stanford University and an M.B.A. from Harvard Business School.

*Barry Symons — Director, Chief Executive Officer, Jonas Operating Group*
Mr. Symons joined CSI in 1997. During his tenure with CSI, Mr. Symons has held various senior financial and operational management positions within CSI and our subsidiaries. In August 2007

Mr. Symons was appointed to the role of Chief Executive Officer of our Jonas Operating Group. Prior to this appointment he was the Chief Financial Officer of CSI from 2004 to 2007. Before joining CSI, Mr. Symons was with a major international accounting firm in varying roles of increasing responsibility. Mr. Symons holds a Chartered Accountancy designation and a BBA (Honours) degree from Wilfrid Laurier University both of which were received with distinction.

*Robin Van Poelje — Director, Chairman and Chief Executive Officer, Topicus.com Inc.*
Mr. Van Poelje has been with CSI since January 2014 when CSI acquired TSS. From January 2010 to 2020, Mr. Van Poelje had been the Chief Executive Officer of TSS, based in the Netherlands. Mr. Van Poelje is the Chairman and Chief Executive Officer of Topicus.com Inc. Mr. Van Poelje holds a Msc. in Economics from the University of Groningen, the Netherlands and is a post graduate in Marketing and Strategy from École Supérieure de Commerce de Montpellier, France.

*Susan Gayner — Director*
Ms. Gayner joined our Board in 2019. Ms. Gayner recently retired as President and CEO of ParkLand Ventures, Inc., an owner-operator of multifamily housing communities in the US, where she had been since 2008. She is a Chemical Engineer by training and prior to her tenure with ParkLand served in various capacities with both the DuPont Company and Hercules, Inc. She previously served on the board of directors of Synalloy Corporation. She holds a BA (Chemistry) and an ME (Chemical Engineering), both from the University of Virginia.

*Andrew Pastor – Director*
Mr. Pastor is currently a Partner at EdgePoint and has been with EdgePoint since 2013. Mr. Pastor was an equity research analyst at Sionna Investment Managers from 2010 to 2012 and previously spent four years at BMO Harris Investment Management. From 2016 to 2020 (prior to his formal appointment to the Board), Mr. Pastor had been engaged as an unpaid Board observer to Constellation's Board of Directors. Mr. Pastor has a BA from the University of Western Ontario and is a CFA charterholder.

*Damian McKay, Chief Executive Officer, Vela Software Group*
Mr. McKay is currently the CEO of Vela Software. Mr. McKay has been with Constellation Software (CSI) since 2015 when he joined with CSI's acquisition of Datamine where he was the CEO. Prior to joining CSI, Mr. McKay held a number of roles with GE and two electric utilities. Mr. McKay holds a Bachelor of Business from RMIT and Graduate Diploma in Applied Finance & Investment from the Securities Institute of Australia.

**Committees of the Board**

The Board of Directors has an audit committee and a compensation, nominating and human resources committee.

***Audit Committee***

The audit committee assists the Board in fulfilling its responsibilities for oversight and supervision of financial and accounting matters. The committee supervises the adequacy of internal accounting controls and financial reporting practices and procedures and the quality and integrity of audited and unaudited financial statements, which includes discussions with external auditors. The committee monitors the management of financial risk throughout our organization.

### *Audit Committee Charter*

Our audit committee operates under a written charter that sets out its responsibilities and composition requirements. A copy of this charter is attached as Appendix "A" to this Annual Information Form.

### *Relevant Education and Experience*

All members of the audit committee meet the independence criteria set out in *National Instrument 52-110 – Audit Committees* ("NI 52-110"). The following sets out the relevant education and experience of each director relevant to the performance of his duties as a member of the audit committee:

Mr. Kittel is the Chief Operating Officer of Westaim Canada Services Corporation. He also served as a director on several public boards, both in Canada and the United States. Mr. Kittel holds a BBA Honours (Gold Medalist) from Wilfrid Laurier University and is a Chartered Professional Accountant and a Chartered Financial Analyst.

Ms. O'Neill was an audit partner at Deloitte LLP from 1996 to 2012. She also serves as a director on several boards previously including Sierra Wireless. Ms. O'Neill is a Chartered Professional Accountant.

Ms. Gayner recently retired as President and CEO of ParkLand Ventures, Inc., an owner-operator of multifamily housing communities in the US, where she had been since 2008. She is a Chemical Engineer by training and prior to her tenure with ParkLand served in various capacities with both the DuPont Company and Hercules, Inc. She previously served on the board of directors of Synalloy Corporation. She holds a BA (Chemistry) and an ME (Chemical Engineering), both from the University of Virginia.

Based on the above information provided by each director, we believe that all members of the audit committee are "financially literate" as that term is defined in NI 52-110.

### *Pre-Approval Policies and Procedures*

The audit committee reviews and approves all audit and non-audit services performed by our auditors in advance of services being performed.

*Auditor Fee Disclosure*

The following table sets forth the fees billed or accrued for various services provided by KPMG LLP and its affiliates to the Company during the Company's last two fiscal years:

| Services | Fees Accrued During the Year Ended (US$) | |
|---|---|---|
| | December 31, 2024 | December 31, 2023 |
| Audit Fees | 2,907,481 | 2,439,232 |
| Statutory Audit Fees | 7,014,604 | 4,870,577 |
| Audit-Related Fees | 936,835 | 605,295 |
| Tax Compliance Fees | 5,038,075 | 3,939,394 |
| Other Tax Fees | 43,351 | 87,495 |
| All Other Fees | 133,116 | 542,936 |
| Total | 16,073,462 | 12,484,929 |

Audit Fees relate to professional services rendered for audits of the Company's annual consolidated financial statements, and reviews of our interim consolidated financial statements for the first three quarters of the year. Statutory Audit Fees relate to statutory and stand-alone audits of certain of our subsidiaries. Audit-Related Fees relate to certification/attestation services. Tax Compliance Fees relate principally to fees associated with assistance in respect of tax compliance requirements in various jurisdictions and investment (research and development) tax credit filings. Other Tax Fees relate to tax due diligence and tax structuring advisory services in support of mergers and acquisitions, divestiture and financing transactions. The Company regularly solicits bids from multiple service providers for tax compliance work and other tax services, and makes decisions based on factors such as expertise, capabilities and price. The time and effort required by service providers to understand the multitude of businesses owned by the Company is fairly extensive, thus developing long term relationships results in process efficiencies. All Other Fees primarily relate to merger and acquisition advisory and due diligence services, cyber security detection and response assessments, and assistance with preparation and language translation of statutory and/or stand-alone financial statements of certain of our subsidiaries. The amounts indicated above are exclusive of related taxes.

***Compensation, Nominating and Human Resources Committee ("CNHR")***

The CNHR committee ensures that we have a high caliber executive management team in place and a total compensation plan that is competitive, motivating and rewarding for participants. The committee also advises the Board in filling vacancies on the Board. The committee reviews and makes recommendations to the Board regarding the appointment of executive officers, and the establishment of, and any material changes to, executive compensation programs, including that of the President. This committee also reviews management succession plans and is responsible for overseeing employee compensation. A copy of the CNHR committee's charter is attached to the Company's most recently filed Management Information Circular.

## INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Except as disclosed above under the heading "General Development of the Business – Acquisitions", in the last three years, there were no material transactions in which any director, executive officer or person that beneficially owns or controls or directs more than 10% of the Common Shares or any affiliate thereof had an interest.

## LEGAL PROCEEDINGS

We and our subsidiaries are engaged in legal proceedings from time to time, arising in the ordinary course of business. None of these actions, individually or in the aggregate, are expected to have a material adverse effect on our consolidated financial position or results of operations.

## TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Common Shares is Computershare Trust Company of Canada at its principal transfer office in Toronto, Ontario.

## INTERESTS OF EXPERTS

### *Names of Experts*

The consolidated financial statements of the Company for the years ended December 31, 2024 and 2023 have been audited by KPMG LLP.

### *Interests of Experts*

KPMG LLP are the external auditors of the Company and have confirmed that they are independent with respect to the Company within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulations.

## CONFLICTS OF INTEREST

From time to time, the Company may invest in shares or other securities of publicly traded companies in which certain of our executive officers or directors may also own securities. While the Company is acquiring and holding securities of any such issuer, the Company's executive officers and directors are prohibited from acquiring or selling securities of such issuer.

## ADDITIONAL INFORMATION

Additional information, including directors' and officers' remuneration and indebtedness, principal holders of the Company's securities, and securities authorized for issuance under equity compensation plans, where applicable, are contained in our Management Information Circular for our most recent annual meeting of shareholders that involved the election of directors, and additional financial information is provided in the Company's comparative financial statements and management discussion and analysis for our most recently completed financial year.

Additional information about the Company is available on SEDAR+ at www.sedarplus.com.

## APPENDIX A

## CONSTELLATION SOFTWARE INC.

## AUDIT COMMITTEE MANDATE

**Responsibilities**

Reporting to the Board of Directors, the Audit Committee shall be responsible for assisting in the Board of Directors' oversight of the reliability and integrity of the accounting principles and practices, financial statements and other financial reporting, and disclosure practices followed by management of the Corporation and its subsidiaries. The Audit Committee shall also have oversight responsibility for

(i) the qualifications, independence and performance of the **independent auditors**,
(ii) the establishment by management of an adequate system of **internal controls** and
(iii) the preparation by management of quarterly and annual **financial statements** and
(iv) the maintenance by management of practices and processes to assure **compliance with applicable laws**.

**Composition**

The Committee shall be composed of not less than three Directors of the Corporation, all of whom are not officers or employees of the Corporation or any of its affiliates. Each member of the Committee shall be financially literate[1] or must become financially literate within a reasonable period of time after his or her appointment to the Committee.

**Meetings**

The committee shall meet in regular sessions at least four times each year; to review and recommend to the board approval of the financial statements for the first three quarters as well as the annual financial statements. Special meetings of the Committee may be called by the Chairman of the Board, any member of the Committee, or by the independent auditors. The independent auditors shall receive notice of every meeting of the Committee and the independent auditors are entitled to attend and participate in such meetings. Minutes of Committee meetings shall be prepared and be made available to the Board of Directors.

**Nomination of Independent Auditors**

The Board of Directors, after consideration of the recommendation of the Committee, shall nominate the independent auditors for appointment by the shareholders of the Corporation in accordance with applicable law. The independent auditors are ultimately accountable to the Committee and the Board of Directors as representatives of shareholders.

**Specific Oversight Duties**

In carrying out its responsibilities, the Committee shall have the following specific oversight duties:

### I) INDEPENDENT AUDITORS

a) review, at least annually, the performance of the independent auditors, and annually recommend to the Board of Directors, for approval by the shareholders, the appointment of the independent auditors of the Corporation in accordance with the Act;

[1] "Financially literate" shall mean that the Director is able to critically read and understand a balance sheet, an income statement, a cash flow statement and the notes attached thereto.

b) engage in an active dialogue with the independent auditors on their independence from the Corporation, and where it is determined that independence no longer exists recommend that the Board of Directors take appropriate action;

c) review and recommend to the Board of Directors for approval the terms of any annual audit engagement of the independent auditors, including the appropriateness of the proposed audit fees with respect to the engagement of the independent auditors for any audit related services;

d) approve any non-audit services to be provided by the firm of the independent auditors;

e) review and approve annually the overall scope of the independent auditors' annual audit plan;

**II) INTERNAL CONTROLS**

f) periodically review the status and findings of the independent auditors' audit plan and the adequacy of internal controls established by management and, where appropriate, make recommendations or reports thereon to the Board of Directors;

g) understand the scope of internal and external auditors' review of internal control over financial reporting, and obtain reports on significant findings and recommendations, together with management's responses;

h) annually, and at any time in response to a specific request by management or the independent auditors, meet separately with the relevant parties with respect to such matters as the effectiveness of the system of internal controls established by management, the adequacy of the financial reporting process, the quality and integrity of the financial statements, the evaluation of the performance of the independent auditor and any other matter that may be appropriate;

**III) FINANCIAL STATEMENTS**

i) review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand their impact on the financial statements;

j) review the quarterly and annual financial statements, and consider whether they are complete, consistent with information known to committee members, and reflect appropriate accounting principles;

k) review significant changes in the accounting principles to be observed in the preparation of the accounts of the Corporation and its subsidiaries, or in their application, and in financial statement presentation;

l) review and, following discussion with the independent auditors (following their review of the financial statements) and management, recommend to the Board of Directors, approval of unaudited quarterly and audited annual consolidated financial statements of the Corporation;

## IV) COMPLIANCE WITH APPLICABLE LAWS

m) review and monitor practices and procedures adopted by management to assure compliance with applicable laws, and, where appropriate, make recommendations or reports thereon to the Board of Directors;

**Specific Issue Examinations**

In discharging its duties and responsibilities, the Committee may direct that the independent auditors examine or consider a specific matter or area and report to the Committee on the findings of such examination. The Committee may direct the independent auditors or other party to perform supplemental reviews or audits as the Committee deems desirable.

**Authority**

The audit committee has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Retain outside counsel, accountants or others to advise the committee or assist in the conduct of an investigation
- Seek any information it requires from employees – all of whom are directed to cooperate with the committee's request – or external parties
- Meet with company officers, external auditors or outside counsel as necessary

**Mandate Review**

The Committee shall review and assess the adequacy of the Committee mandate annually, and recommend any proposed changes to the Board of Directors for approval.

**Limitation of Responsibilities**

While the Committee has the responsibilities and powers set forth in this mandate, it is not the duty of the Committee to plan or conduct audits, to determine that the Corporation's financial statements are complete and accurate and are in accordance with International Financial Reporting Standards, or to design or implement an effective system of internal controls. Such matters are the responsibility of management and the independent auditors, as the case may be. Nor is it the duty of the Committee to conduct investigations, to resolve disagreements, if any, between management and the independent auditors or to assure compliance with applicable accounting standards, laws and regulations.

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-56-2026

| | |
|---|---|
| Subject: Helicopter Repairs<br>S/B # 90516-05216-117 | Date:<br>June 15,2026 |
| Department: Department of Shared Services<br>Office of Purchasing | Vendor Name:<br>Sterling Corporation |
| Department Head Name:<br>Melissa Gallucci | Contract Number:<br>A-56-2026 |
| Department Head Signature<br>Melissa Gallucci | Contract Manager Name:<br>Mark Clemens, Buyer |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL -6 A 10:34

Internal Approvals

| Date & Init. | Approval | Date & Init. | Approval |
|---|---|---|---|
| 6/23/2026 DS | Chief Procurement Officer | 7/2/26 | Budget |
| 6/29/26 JCS | County Attorney | | County Executive |
| 6/29/26 YES | Insurance | 7/3/26 | |

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

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for: Helicopter Repairs for the Nassau County Police Department.

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

| **Vendors Viewed the solicitation: 8** | **Vendors bid on this solicitation: 1** |
|---|---|
| Woman owned business | Woman owned business |
| 1 Minority (African/American) | Minority (African/American) |
| 6 Small Business | 1 Small Business |
| Service Disabled (Veteran) owned | Service Disabled (Veteran) Owned |
| 1 Veteran Owned Business | Veteran Owned Business |
| 2 None of the Above | None of the Above |

The identified lowest responsible bidder: Sterling Corporation, is listed as a small business.

**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 Two Million Dollars ($2,000,000.00) from General Funds (PDPDH1481 DE500.
The 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 an 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 an award be given to Sterling Corporation as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-56-2026**

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

**DATE:** June 15, 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 TWO MILLION DOLLARS ($2,000,000) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO STERLING CORPORATION FOR HELICOPTER REPAIRS.

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 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 STERLING CORPORATION.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #90516-05216-117 for Helicopter Repairs 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 Sterling Corporation submitted the lowest responsible bid and 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 Purchase order with Sterling Corporation.

**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: 08/06/2025

1) Proposer's Legal Name: Sterling Corporation dba Sterling Helicopter

2) Address of Place of Business: 1226 River Road

City: Croydon State/Province/ Territory: PA Zip/Postal Code: 19021

Country: US

Address: 801 S. Columbus Blvd, Pier 36 Suite 1

City: Philadelphia State/Province/ Territory: PA Zip/Postal Code: 19147

Country: US

Start Date: End Date:

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: 118475342

5) Federal I.D. Number: 23-2298373

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.

Should a conflict arise, we will notify the County and adhere 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;

03/02/1984

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.

Philip C. Bidden, 87 South Dietz Mill Road, Telford, PA 18969 - Shareholder, President/CEO, Chairman
John M. Brown, Sr, 732 Front Street, Philadelphia, PA 19147 - Shareholder
Dawn M. Fithian, 13 Parkwood Road, Pennsville, NJ 08070 - Shareholder, CFO, Treasurer
Jason M. Smith, 31 Wren Drive, Holland, PA 18966 - Shareholder, General Manager, Secretary

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

Philip C. Bidden, 87 South Dietz Mill Road, Telford, PA 18969 - Shareholder, President/CEO, Chairman
Dawn M. Fithian, 13 Parkwood Road, Pennsville, NJ 08070 - Shareholder, CFO, Treasurer
Jason M. Smith, 31 Wren Drive, Holland, PA 18966 - Shareholder, General Manager, Secretary

iv) State of incorporation (if applicable);

PA

v) The number of employees in the firm;

90

vi) Annual revenue of firm;

28055000

vii) Summary of relevant accomplishments

FAA Part 145 Repair Station, Bell Authorized Customer Support Facility for over 30 years, Pratt & Whitney Support Center, Garmin Service Center, Rolls Royce Aircraft Engine Support Center, Internal engineering department with PMA capabilities

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

1 File(s) uploaded: Business License.pdf

B. Indicate number of years in business.

42

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

Sterling has been in business for 42 years and has provided maintenance repair and overhaul (MR&O) support to multiple law enforcement agencies. We have been a Bell Authorized CSF for over 30 years.

4 File(s) uploaded: 2021 CSF Certificate.pdf, Bell Certfication till 2027.pdf, FAA.pdf, Garmin Bronze Award Cert.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 | Pennsylvania State Police | | |
| Contact Person | Brian Cavada | | |
| Address | PO Box 69180 | | |
| City | Harrisburg | State/Province/Territory | PA |
| Country | US | | |
| Telephone | (570) 956-0506 | | |
| Fax # | | | |
| E-Mail Address | rwienches@pa.gov | | |

| | | | |
|---|---|---|---|
| Company | Westchester County Police | | |
| Contact Person | Brian Powers | | |
| Address | Special Operations Division, Aviation Unit, 1 Sawmill Parkway | | |
| City | Hawthorne | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (845) 590-3657 | | |
| Fax # | | | |
| E-Mail Address | bsp1@westchestergov.com | | |

| | | | |
|---|---|---|---|
| Company | Baltimore County Police | | |
| Contact Person | Michael Whelan | | |
| Address | 801 Wilson Point Road, Hanger 801 | | |
| City | Middle River | State/Province/Territory | MD |
| Country | US | | |
| Telephone | (410) 812-2186 | | |
| Fax # | | | |
| E-Mail Address | mawhelan@baltimorecountymd.gov | | |

I, Aimee Del Bello , 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, Aimee Del Bello , 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: Sterling Corporation

Electronically signed and certified at the date and time indicated by:
Aimee Del Bello AIMEE.DELBELLO@STERLINGHELICOPTER.COM

Executive Assistant
Title

02/06/2026
Date

# COMMONWEALTH OF PENNSYLVANIA

## Department of State

03/01/1995

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

STERLING CORPORATION

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

ACTING Secretary of the Commonwealth

CKEI

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:
Aimee Del Bello [AIMEE.DELBELLO@STERLINGHELICOPTER.COM]

Dated: 06/09/2026 02:07:06 pm

Vendor: Sterling Corporation

Title: Executive Assistant

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Jason M. Smith
   Date of birth: 03/31/1983
   Home address: 31 Wren Drive
   City: Holland State/Province/Territory: PA Zip/Postal Code: 18966
   Country: US

   Business Address: 1226 River Road
   City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
   Country US
   Telephone: 215-271-2510

   Other present address(es):
   City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
   Country: US
   Telephone: 2152712510

   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 | 08/01/2016 |
| 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.
   19.5% 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.

KBP Vertical Solutions LLC

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, Jason M Smith , 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, Jason M Smith , 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.

Sterling Helicopter

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jason Smith JASON.SMITH@STERLINGHELICOPTER.COM

General Manager

Title

04/03/2026 08:57:20 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: Philip C. Bidden
   Date of birth: 03/14/1952
   Home address: 87 South Dietz Mill Road
   City: Telford State/Province/Territory: PA Zip/Postal Code: 18969
   Country: US

   Business Address: 1226 River Road
   City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
   Country US
   Telephone: 215-271-2510

   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 | 01/01/2016 | Treasurer | |
| Chairman of Board | 06/01/2020 | Shareholder | 08/01/2016 |
| Chief Exec. Officer | 08/01/2016 | 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.
   19.5% 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 [ ] 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, Philip C Bidden , 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, Philip C Bidden , 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.

Sterling Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Philip C Bidden PHIL@STERLINGHELICOPTER.COM

President & CEO

Title

02/06/2026 11:18:18 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: Dawn M. Fithian
Date of birth: 04/09/1971
Home address: 13 Parkwood Rd

| | | | | | |
|---|---|---|---|---|---|
| City: | Pennsville | State/Province/ Territory: | NJ | Zip/Postal Code: | 08070 |
| Country: | US | | | | |

Business Address: 1226 River Road

| | | | | | |
|---|---|---|---|---|---|
| City: | Croydon | State/Province/ Territory: | PA | Zip/Postal Code: | 19021 |
| Country | US | | | | |
| Telephone: | 215-271-2510 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | Croydon | State/Province/ Territory: | PA | Zip/Postal Code: | 19021 |
| Country: | US | | | | |
| Telephone: | 2152712510 | | | | |

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 08/01/2016 |
| Chairman of Board | | Shareholder | 08/01/2016 |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 01/01/1997 | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
10% 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 [ ] 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, Dawn M Fithian , 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, Dawn M Fithian , 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.

Sterling Corporation dba Sterling Helicopter

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dawn M Fithian DFITHIAN@STERLINGHELICOPTER.COM

CFO

Title

05/05/2026 04:15:30 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 M. Brown
   Date of birth: 04/28/1928
   Home address: 732 Front Street

   City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19147
   Country: US

   Business Address: 1226 River Road

   City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
   Country US
   Telephone: 215-271-2510

   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 | 03/01/1984 | Treasurer | |
| Chairman of Board | | Shareholder | 03/01/1984 |
| Chief Exec. Officer | 03/01/1984 | 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.
   51%

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 M Brown , 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 M Brown , 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.

Sterling Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John M Brown JBROWNSTERCORP@GMAIL.COM

Shareholder

Title

05/05/2026 12:17:52 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Sterling Corp dba Sterling Helicopter

Address: 1226 River Road

City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021

Country: US

2. Entity's Vendor Identification Number: 23-2298373

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):

1 File(s) uploaded: Ownership and Officer List.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.

1 File(s) uploaded: Ownership and Officer List.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.

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:
Aimee Del Bello [AIMEE.DELBELLO@STERLINGHELICOPTER.COM]

Dated: 06/17/2026 05:05:39 pm

Title: Executive Assistant

**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.

Shareholder/Officer List
Sterling Corporation dba Sterling Helicopter
Date of Incorporation: March 2, 1984

Philip C. Bidden DOB 3/14/52
87 South Dietz Mill Road, Telford, PA 18969
Shareholder
Corporate Officer Title: President, Chairman
19.5

John M. Brown, Sr DOB 4/28/28
732 Front Street, Philadelphia, PA 19147
Shareholder
51

Dawn M. Fithian DOB 4/9/71
13 Parkwood Road, Pennsville, NJ
08070 Shareholder
Corporate Officer Title: Treasurer
10

Jason M. Smith DOB 3/31/83
31 Wren Drive, Holland, PA 18966
Shareholder
Corporate Officer Title: Secretary
19.5

Shareholder/Officer List
Sterling Corporation dba Sterling Helicopter
Date of Incorporation: March 2, 1984

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08070 Shareholder
Corporate Officer Title: Treasurer
10

Jason M. Smith DOB 3/31/83
31 Wren Drive, Holland, PA 18966
Shareholder
Corporate Officer Title: Secretary
19.5

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

## COUNTY OF NASSAU

**BID NUMBER**
**90516-05216-117**

**Dated: 04/30/2026**

**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 OPENING DATE**
**05/21/2026**
**11:00 A.M. E.S.T.**

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| MARK H. CLEMENS | 516-571-6109 | N/A |

OFFICE OF PURCHASING
JUN – 9 2026
OPENED 11AM

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE: HELICOPTER REPAIRS**

- **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 _____ 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:**

NASSAU COUNTY POLICE DEPARTMENT-AVIATION
101 GRUMMAN ROAD WEST
BETHPAGE NY 11714

**GUARANTEED DELIVERY DATE**

**_____ DAYS AFTER RECEIPT OF ORDER**

**EMPLOYERS FEDERAL TAX ID NUMBER**
23-2298373

**TOLL FREE TELEPHONE NUMBER:**
**BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION**

**NAME OF BIDDER** Sterling Corporation dba Sterling Helicopter

**ADDRESS** 1226 River Road

**CITY** Croydon **STATE** PA **ZIP CODE** 19021 **TELEPHONE** 215-271-2510

**SIGNATURE OF AUTHORIZED INDIVIDUAL**

Philip C. Bidden, President and CEO
**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: Sterling Corporation dba Sterling Helicopter

Address: 1226 River Road, Croydon 19021 PA

Telephone No: 215-271-2510 Fax No: 215-788-7319

1. State Whether: A Corporation X

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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) X 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.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden (**BIDDER**) President and CEO (**TITLE**)

QUALIFICATION STATEMENT

BIDDER'S NAME: Sterling Corporation DBA Sterling Helicopter

ADDRESS: 1226 River Road, Croydon, PA 19021

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 Philip C. Bidden - 87 South Dietz Mill Road, Telford, PA 18969

   VICE PRESIDENT N/A

   SECRETARY Jason M. Smith - 31 Wren Drive, Holland, PA 18966

   TREASURER Dawn M. Fithian -13 Parkwood Road, Pennsville, NJ

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES - 2024
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 42

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

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 |
|---|---|---|---|---|
| Philip Bidden | President/CEO | 45 | Helicopter Maintenance, Repair, Overhaul | Mechanic,DOM, President/CEO |
| Jason Smith | General Manager | 20 | Helicopter Maintenance, Repair, Overhaul | Mechanic, GM |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

In accordance with Bell Helicopter inspection, repair and OH requirements as well as FAA regulations and requirements.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden _____ President and CEO
**BIDDER** **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Philip Bidden, President and CEO and Jason Smith, General 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: Baltimore County Police Department

ADDRESS: 400 Washington Ave - Room 148, Towson, MD 21204

TELEPHONE: 410-887-0280 CONTACT PERSON Michael Whelan
CONTRACT DATE: 2021-current

2. REFERENCE'S NAME: Westchester County Police

ADDRESS: 1 Saw Mill River Parkway, Hawthorne, NY 10532

TELEPHONE: 825-235-9850 CONTACT PERSON Brian Poplawski
CONTRACT DATE: 2021-current

3. REFERENCE'S NAME: New Jersey State Forest Fire

ADDRESS: PO Box 487, Chatsworth, NJ 08019

TELEPHONE: 609-649-3613 CONTACT PERSON John Moran
CONTRACT DATE: 2016-current

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden — President and CEO
**BIDDER** **TITLE**

USE A 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** _____ Philip C. Bidden _____ President and CEO
**BIDDER** **TITLE**

## 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**

[ ] 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: 05/18/2026

(Signature of Bidder)

Print Name: Philip C. Bidden

Print Title: President and CEO

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Philip C. Bidden — President and CEO

**BIDDER** **TITLE**

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 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 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, 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 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 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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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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 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.

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.

NOTE: 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.**

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**BIDDER** **TITLE**

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.

## ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING

## 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.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

## 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 HELICOPTER REPAIR SERVICE for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**AWARD:** 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.

**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.**

**PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

**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 charged are in accordance with referenced purchase order, delivery 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.**

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**BIDDER** **TITLE**

**GENERAL 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.

Bidders **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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**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.

**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.

**PROFESSIONAL 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 for

Professional Liability Insurance

With a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, and one million dollars ($1,000,000.00) for personal injury for each occurrence.

**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 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.

**GENERAL CONDITIONS:**
All repairs are 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.

**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.

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**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.

**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.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

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**BIDDER SIGN HERE** _____ Philip C. Bidden _____ President and CEO

**BIDDER** **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'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# 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:** 05/18/2026

**Signature:**

**Name:** Philip C. Bidden

**Title:** President and CEO

**Contractor Name:** Sterling Corporation dba Sterling Helicopter

**Contractor Address:** 1226 River Road, Croydon 19021 PA

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**90516-05216-117**

**NON-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 18th day of May, 2026 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Sterling Corporation dba Sterling Helicopter

Address: 1226

Street: River Road

City, Town, etc: Croydon, PA 19021

Telephone: 215-271-2510 Title: office

If applicable, responsible Corporate Officer

Name Philip C. Bidden Title President and CEO

Signature: [signature] 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** [signature] Philip C. Bidden President and CEO
**BIDDER** **TITLE**

**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.

**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.

**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.

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.

**MINIMUM ORDERS:** There will be many County Agencies ordering from Blanket Orders. Therefore, NO **MINIMUMS SHALL BE APPLIED TO THIS BID.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden _____ President and CEO

**BIDDER** **TITLE**

**PRICE LISTS AND DISCOUNTS:** Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

**PRICE LIST AND CATALOG SERVICE:** The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

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 Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and 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.

If 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 is greater", or similar language.

# SPECIFICATIONS

NC WILL BE RESPONSIBLE FOR ITEMS SHIPPED THAT ARE UNDER $100.00. ITEMS WILL BE SHIPPED UPS OR FEDEX BY THE CO. THE CONTRACTOR WILL PAY FOR THE RETURN SHIPPING. IF ITEM(S) ARE OVER $100.00, THE CONTRACTOR WILL ARRANGE FOR SHIPPING IN BOTH DIRECTIONS. THEY WILL BE RESPONSIBLE FOR THE EQUIPMENT WHILE IN THEIR POSSESSION. COMPONENTS IN NEED OF REPAIR/OVERHAUL MUST BE SHIPPED (FREIGHT PREPAID) TO THE FACILITY. VENDOR'S PERSONNEL WILL TRAVEL TO NC TO PERFORM WORK ONLY IF THE WORK REQUIRED IS BEYOND THE ABILITIES OF THE NC POLICE AVIATION UNITS' MAINT. PERSONNEL AND IT IS DEEMED, BY VENDOR, THAT IT IS INAPPROPRIATE OR UNECONOMICAL TO DO OTHERWISE.

SPECS PLAN B (T&M) FOR **BELL** HELICOPTERS:

1) ALL MAINTENANCE WORK SHALL BE SUPERVISED & SIGNED OFF BY FAA CERTIFIED MECHANICS.

2) THE MAIN WORKSHOP OF THE CONTRACTOR MUST BE WITHIN A 100 MILE RADIUS OF THE N.C.P.D HELIPORT, AN FAA CERTIFIED REPAIR FACILITY & AN AUTHORIZED MANUFACTURER'S REPAIR STA., FOR AIRCRAFT DESCRIBED HEREIN.

3) ALL HELICOPTERS PARTS &/OR COMPONENTS SHALL BE SUPPLIED BY THE CONTRACTOR AT VENDOR'S LIST PRICES CURRENT AT THE TIME OF INSTALLATION.

4) STRUCTURAL DAMAGE SURVEY SHALL BE PERFORMED AT THE CONTRACTOR'S FACILITY AT THE STANDARD HR. RATE WHEN DIRECTED.

5) WEIGHT & BALANCE COMPUTATIONS SHALL BE ACCOMPLISHED, WHEN REQUIRED, AT NO ADDITIONAL COST.

6) NON-DESTRUCTIVE TESTING OF HELICOPTER /OR COMPONENTS SHALL BE PROVIDED AT THE CURRENT VENDOR'S CHARGE AT OF REQUIRED SERVICE & WILL INCLUDE, BUT NOT BE LIMITED TO, MAGN PARTICLE & FLUORESCENT PENETRANT INSPECTION, X-RAY & ULTRASOUND INSPECTION.

7) THE PERIODIC MAINTENANCE INSPECTION SHALL BE ACCOMPLISHED WITHIN THE INDICATED NUMBER OF HRS. AT THE STANDARD HOURLY RATE FOR:

**BELL** HELICOPTERS
100 HR. INSPECTION – 38 MAN HOURS
300 HR. INSPECTION – 54 MAN HOURS
600 HR. INSPECTION – 56 MAN HOURS
1200 HR. INSPECTION – 200 MAN HOURS
NON-SCHEDULED MAINTENANCE IS NOT INCLUDED IN INSPECTION HRS.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden _____ President and CEO
**BIDDER** **TITLE**

8) ENGINE CHANGE IF ACCOMPLISHED DURING THE 1200 HR. INSPECTION SHALL ADD NO MAN HRS. TO THE NUMBER OF MAN HRS. INDICATED ABOVE.

9) THE STANDARD HR. RATE OR AFTER HR. RATE SHALL BE APPLIED TO SERVICE CALLS WITHIN NC FOR WORK PERFORMED AWAY FROM THE CONTRACTOR'S FACILITY & SHALL BE LIMITED TO (1) HR. BEFORE THE ACTUAL COMMENCEMENT OF WORK (TRAVEL TIME)

10) A WORK ORDER SHALL BE ISSUED BY THE NC POLICE AIR BUREAU FOR ALL WORK TO BE PERFORMED EXCEPT WHEN EMERGENCY REPAIRS ARE REQUIRED; IN THIS CASE, A WORK ORDER WILL BE ISSUED BY THE POLICE AIR BUREAU FOR "AFTER THE FACT" COVERAGE FOR WORK PERFORMED.

11) THE CONTRACTOR WILL WARRANT REPAIRS PERFORMED FOR A PERIOD OF 30 DAYS FROM DATE OF ACCOMPLISHMENT & WILL ACT AS AN AGENT, IN OBTAINING APPLICABLE WARRANTY FOR DEFECTIVE PARTS AND/OR COMPONENTS FROM THE APPROPRIATE MFG. OR VENDOR. REQUIRED LABOR TO REPLACE DEFECTIVE PARTS SHALL BE INVOICED AT THE STANDARD HR. RATE.

12) ALL NON-SCHEDULED MAINTENANCE SHALL BE ACCOMPLISHED AT THE STANDARD HR. RATE & ALL WORK AT THE AFTER-HR. RATE MUST BE APPROVED BEFOREHAND BY APPROPRIATE AUTHORITY WITHIN THE AIR BUREAU. ALL NON-SCHEDULED MAINT. WILL BE AUTHORIZED BY A WORK ORDER ISSUED BY THE N.C.P.D AIR BUREAU.

13) THE CONTRACTOR, WHEN PERFORMING AUTHORIZED MAINT. WORK MUST COMPLY WITH ALL AIR WORTHINESS DIRECTIVES, SERVICE BULLETINS, LETTER, ETC. AT THE STANDARD HR. RATES.

14) THE CONTRACTOR SHALL PROVIDE 24 HR. DAY, 7 DAY A WEEK, EMERGENCY REPAIR CAPABILITY AVAILABLE AFTER THE STANDARD 40 HR. WORK WEEK & SHALL PROVIDE THIS SERVICE AT THE "AFTER HR." HR. RATE.

15) THE CONTRACTOR SHALL PROVIDE REPAIR SCHEMES AND/OR FIXES FOR IN-SERVICE INCURRED DAMAGES & OBTAIN FAA APPROVAL FOR SAME, IF BEYOND THE SCOPE OF THE CONTRACTOR'S MANUALS OR FAR 43

16) THE NC POLICE AIR BUREAU RESERVES THE RIGHT TO REVIEW MAINTENANCE WORK IN PROGRESS AT THEIR DISCRETION.

WARRANTY CONDITIONS:
A) VENDOR WARRANTS ITS OVERHAUL & REPAIR WORK TO BE FREE FROM DEFECTS DUE TO ITS FAULTY WORKMANSHIP.

B) FAULTY WORKMANSHIP, AS USED HEREIN, MEANS FAILURE ON THE PART OF VENDOR TO CONFORM TO ACCEPTABLE INDUSTRY PRACTICE AS PRESCRIBED BY APPLICABLE GOVERNMENTAL REGULATIONS, - MANUFACTURER'S SPECS., & THE HEREIN AGREEMENT SPECS.

C) VENDOR HEREBY GIVES NC, INSOFAR AS IT IS ENTITLED TO GIVE, THE BENEFITS UNDER ANY WARRANTIES WHICH MAY EXIST IN FAVOR OF VENDOR BY MANUFACTURERS OR OTHER PERSONS OR MATERIALS UTILIZED IN PERFORMING THE HEREIN AGREEMENT SPEC'S

D) THE PERIOD OF THIS WARRANTY SHALL END EITHER 90 DAYS AFTER DELIVERY TO NC OR THE COMPLETION ON 100 HRS OF AIRCRAFT OPERATION FOLLOWING DELIVERY, WHICHEVER FIRST EXPIRES.

E) THE OBLIGATION & LIABILITY OF VENDOR UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO ASSUMING ONLY ITS LABOR COSTS OF REPAIRING OR OVERHAULING THE AIRCRAFT OR UNIT, AT ITS ELECTION, WHICH IT DETERMINES TO BE DEFECTIVE DUE TO ITS FAULTY WORKMANSHIP. THIS WARRANTY SHALL APPLY ONLY IF EACH OF THE FOLLOWING CONDITIONS ARE SATISFIED:(1) NC DELIVERS WRITTEN NOTICE OF WARRANTY CLAIM ARISING DURING THE WARRANTY PERIOD TO VENDOR BEFORE THE EXPIRATION OF 7 DAYS FOLLOWING THE END OF THE WARRANTY PERIOD AND (2) NC DELIVERS THE DEFECTIVE AIRCRAFT OR UNIT TO VENDOR'S FACILITY AT NC'S EXPENSE WITHIN 30 DAYS AFTER WRITTEN NOTICE GIVEN, & (3) VENDOR DETERMINES THAT THE AIRCRAFT OR UNIT HAS BEEN OPERATED I/A/W PRESCRIBED GOV. REGULATIONS & THE MANUFACTURER'S RECOMMENDATIONS, & THAT THE AIRCRAFT OR UNIT HAS NOT BEEN SUBJECTED TO ACCIDENT, ABUSE OR MISUSE.

F) DISASSEMBLY OF THE AIRCRAFT OR UNIT TO CORRECT THE DEFECT OR FAULT, REMOVAL OF THE DEFECTIVE OR FAULTY EQUIPMENT OR PART, & INSTALLATION OF THE CORRECTED OR NEW EQUIPMENT OR PART, & REASSEMBLY OF THE AIRCRAFT OR UNIT SHALL BE AT NC'S EXPENSE.

REPLACEMENT PARTS:
THE REQUIREMENTS SPECIFIED HEREIN REPRESENT, IN THE MOST PART, REPLACEMENT AND/OR REPAIR COMPONENTS TO EXISTING & PRESENTLY OWNED EQUIPMENT, AND, AS SUCH, MUST MATCH & INTERMEMBER WITH THE EQUIPMENT & SYSTEMS INDICATED.

**PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:**

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES None $_____

B2) REGULAR HOURLY RATE at $ 120.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at $ 30.00 /¼ hr.

B4) TRAVEL TIME (IF ANY) $120.00/hr

B5) MILEAGE (IF ANY) $0.85/mile

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 5% off Bell current price list %

B7) COST PLUS % 15 %

The 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: 365 days

LABOR: 365 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.

B8) MINIMUM CHARGE (IF ANY) $ N/A

B9) REGULAR HOURLY RATE at $ 180.00 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at$ 45.00 / ¼ hr.

RESPONSE TIME 2 HRS

C) Professionally clean and detail both the interior and exterior of the aircraft during the aircraft annual inspection/maintenance visit at the maintenance facility.

$ 1,450.00 cost each time.

**D)Freight to ship parts to manufacturer for repair** $75.00

**E)Pick up for freight shipping or AOG Aviation on Ground** $75.00

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ Philip C. Bidden — President and CEO

**BIDDER** **TITLE**

# ANNUAL ESTIMATED USAGE $400,000.00

**NOTE:**

NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501

Bid No.: 90516-05216-117

The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

**DO NOT** STAPLE OR BIND THE BID PACKAGE

# CUSTOMER SERVICE FACILITY

# STERLING HELICOPTER

## Croydon, Pennsylvania

Has satisfactorily met all specified requirements to qualify as a Bell Approved Independent Customer Service Facility for the following Bell helicopters:

| Listed Products | |
|---|---|
| Field Maintenance: | 206A / 206B / 206L / 407 / 429 / 430 / 505 |
| Component Overhaul: | 206A / 206B / 206L / 407 / 430 / 505 |

Parts Distribution Territory: Canada & United States

Christopher Schaefer

CHRISTOPHER SCHAEFER
VP Global Customer Solutions

Effective: 1 April 2024
Expires: 31 March 2027

BELL
A Textron Company

April 17, 2025

Re: Bell Textron Inc Spares Pricing Information

To whom it may concern,

Bell Textron Inc considers aircraft spares pricing information and other technical data as privileged proprietary intellectual property. The distribution of, sharing or dissemination of Bell Textron Inc intellectual property is strictly prohibited without Bell Textron Inc prior approval. Therefore, Bell Textron Inc's approved network of maintenance service centers are strictly prohibited from including spares pricing information and technical data as part of aircraft support proposals.

Upon successful award, network partners can request spares pricing information on behalf of, or end users/owners/operators can request directly from Bell Textron Inc, a formal request for pricing information containing notice of contract award, contract requirements, period of performance, required scope of work and projected consumption rates for our review.

Bell Textron Inc does not guaranty pricing requests will be approved and reserves the right to determine the method under which it will disclose intellectual property, if approved.

James Zahn
Sr. Manager, Customer Experience
US/Latin America & Global Network
jzahn@bellflight.com

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* **PN1R406K**

*This certificate is issued to*

**Sterling Corporation**
**dba Sterling Helicopter**

*whose business address is*

**1226 River Road**
**Croydon, PA 19021**

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

*with the following ratings:*

**Limited Airframe**
**Limited Engines**
**Limited Instruments**
**Limited Radio**
**Limited Accessories**
**Limited Landing Gear Components**
**Limited Floats**
**Limited Rotor Blades**

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

*By direction of the Administrator*

*Date issued:*

**June 23, 1986**

VINCENT W MORRIS
Digitally signed by VINCENT W MORRIS
Date: 2025.08.20 13:18:07 -04'00'

**Vincent W. Morris**
**Manager, AFG-PHL-FSDO-EA17**

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

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

FAA Form 8000-4 (1-67) SUPERSEDES FAA FORM 390. Electronic Forms (PDF)

| Rating | Manufacturer | Aircraft Model | Part Description | P/N Series | Limitations |
|---|---|---|---|---|---|
| Limited Airframe | Leonardo S.p.a. | A109 | N/A | All | Inspect, Repair |
| Limited Airframe | Leonardo S.p.a. | A119 | N/A | All | Inspect, Repair |
| Limited Airframe | Leonardo S.p.a. | AW139 | N/A | All | Inspect, Repair |
| Limited Airframe | Leonardo S.p.a. | AW169 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | AS-350 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | AS355 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | AS-365 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | EC120 | N/A | B | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | EC130 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | EC155 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters | H160 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters Deutschland GmbH | EC135 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters Deutschland GmbH | MBB-BK 117 | N/A | All | Inspect, Repair |
| Limited Airframe | Airbus Helicopters Deutschland GmbH | EC145/H145 | N/A | All | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 206 | N/A | All | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 222 | N/A | All | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 230 | N/A | N/A | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 407 | N/A | N/A | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 412 | N/A | 412, 412EP | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 427 | N/A | N/A | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 429 | N/A | N/A | Inspect, Repair |

Approved, Sterling Helicopter (GM): _____ Date: 08/07/2025

| | | | | | |
|---|---|---|---|---|---|
| Limited Airframe | Bell Helicopter Trexton (Canada) | 430 | N/A | N/A | Inspect, Repair |
| Limited Airframe | Bell Helicopter Trexton (Canada) | 505 | N/A | N/A | Inspect, Repair |
| Limited Airframe | Hiller Aircraft | 12E | N/A | N/A | Inspect, Repair |
| Limited Airframe | MD Helicopter Inc. | 369 | N/A | D/E/F/FF | Inspect, Repair |
| Limited Airframe | MD Helicopter Inc. | 500N | N/A | N/A | Inspect, Repair |
| Limited Airframe | MD Helicopter Inc. | 600N | N/A | N/A | Inspect, Repair |
| Limited Airframe | MD Helicopter Inc. | MD900 | N/A | All | Inspect, Repair |
| Limited Airframe | Scotts-Bell 47 Inc. | 47 | N/A | All | Inspect, Repair |
| Limited Airframe | Sikorsky | S-76 | N/A | All | Inspect, Repair |

Approved, Sterling Helicopter (GM): _____ Date: 08/07/2025

# FORMAL BID RECOMMENDATION

BID NUMBER 90516-05216-117
TITLE: HELICOPTER REPAIRS
OPEN DATE: 06/09/2026

TO: **BUYER –** Mark Clemens FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date:
To: Supervisor From: Mark Clemens

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.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/11/26

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

_____ Director

| | Bid Results |
|---|---|
| **Item** | **Bidder** |
| | Recommend that this award be made to |
| | **STERLING CORPORATION** |
| | As the lowest responsible bidder meeting |
| | Specifications and bid terms for all items. |

## Low Vendor Participation for formal sealed bid 90516-05216-117

## HELICOPTER REPAIRS

1) Review the specification to ensure that it is not unduly restrictive 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? **yes.**

2) 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 the vendor understood what the County was requesting. **All vendors listed were notified.**

3) Was the solicitation advertised and posted on the County website as required **yes**

4) 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.)? **Advertised in NY State Contractor**

5) 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**

6) 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.**no.**

7) Was the solicitation conducted in a manner consistent with this Policy **yes**

8) 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? **none**

9) 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. **No.**

**NASSAU COUNTY OFFICE OF SHARED SERVICES**
**1 WEST STREET**
**MINEOLA, NY 11501**

# CALL LOG

**June 17, 2026**

SOLICITATION NO.: 90516-05216-117
CONTRACT TITLE: HELICOPTER REPAIRS
BID START DATE: 04/30/2026 08:00 AM
BID DUE DATE: 06/09/2026 11:00 AM

| Vendor | Date Solicitation Viewed | Contact Name (Vendor) | Phone | Email | Plans To Bid | Reason For Not Bidding |
|---|---|---|---|---|---|---|
| Calx Trading Corp | 05/14/2026 | Mohsen Abdelati | (630) 456-6721 | MOE@CALXTRADING.COM | no | does not handle |
| Dynamic Advantage, Inc. | 05/13/2026 | Osa Igbenokun | (516) 294-1888 | OSAI@DYNAMICADVANTAGE.COM | | no answer |
| Mi-Val Enterprises Inc | 04/27/2026 | Brandon Kruter | (516) 781-8070 | BRANDON@LIFESTYLESSPORTS.COM | | no answer |
| Paradigm Aviation, Inc. | 04/30/2026 | Harold Wahl | (724) 887-4413 | EWAHL@PARADIGM-AERO.COM | no | does not handle |
| Royal Bodies & Repair | 05/28/2026 | Keri Mansbart | (631) 617-5757 | KERIM@PLANOMFGNA.COM | no | does not handle |
| Sterling Corporation | 04/30/2026 | Aimee DelBello | (215) 271-2510 | AIMEE.DELBELLO@STERLINGHELICOPTER.COM | yes | |
| Summit Aviation Inc. | 04/30/2026 | Dennis Hurst | (302) 660-5742 | DHURST@SUMMIT-AVIATION.COM | no | does not hanle bell material |
| Summit Helicopters, Inc. | 04/30/2026 | John Milko | (540) 375-8909 | JOHN.MILKO@SUMMITHELICOPTERS.COM | no | does not hanle bell material |

SUMMARY OF BIDS
OPENED: May 21, 2026 AT 11:00 A.M. PP 6/9/2026
BID NO: 90516-05216-117
REQ. NO: N/A
TITLE: HELICOPTER REPAIRS

| ITEM # | ARTICLE | Qty. | UNIT | STERLING CORPORATION 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | DETAILS OF AWARD TO NO. | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:** LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY: | | | | | | | | | | | | | |
| B1) | MINIMUM/CALL OUT CHARGE (IF ANY) | | $ | NONE | | | | | | | | | |
| B2) | REGULAR HOURLY RATE | Hr. | $ | 120.00 | | | | | | | | | |
| B3) | EACH ADDITIONAL QUARTER HOUR | 1/4 Hr. | $ | 30.00 | | | | | | | | | |
| B4) | TRAVEL TIME (IF ANY) | | $ | 120.00 | | | | | | | | | |
| B5) | MILEAGE (IF ANY) | | $ | 0.85 | | | | | | | | | |
| **PARTS:** | | | | | | | | | | | | | |
| B6) | MANUFACTURER'S LIST PRICE (MLP) LESS | | % | 5% | | | | | | | | | |
| B7) | COST PLUS % | | % | 15% | | | | | | | | | |
| **OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday).** | | | | | | | | | | | | | |
| B8) | MINIMUM CHARGE (IF ANY) | | $ | NB | | | | | | | | | |
| B9) | REGULAR HOURLY RATE | Hr. | $ | 180.00 | | | | | | | | | |
| B10) | EACH ADDITIONAL QUARTER HOUR | 1/4 Hr. | $ | 45.00 | | | | | | | | | |
| C) | Professionally clean and detail both the interior and exterior of the aircraft during the aircraft annual inspection/maintenance visit at the maintenance facility. | Ea. | $ | 1450.00 | | | | | | | | | |
| D) | Freight to ship parts to manufacturer for repair | Ea. | $ | 75.00 | | | | | | | | | |
| E) | Pick up for freight shipping or AOG Aviation on Ground | Ea. | $ | 75.00 | | | | | | | | | |
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| | | | | | | | | | | | | | |
| **PRPARED BY** | | | **TERMS** | 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 6/9/26

**PUBLIC BID OFFICER**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

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**
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005

**CONTACT NAME:** Jessica Timpanaro
**PHONE (A/C, No, Ext):** | **FAX (A/C, No):**
**E-MAIL ADDRESS:** Jessica.Timpanaro@alliant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Starr Specialty Insurance Comp | 16109 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** STERCOR-01
Sterling Corporation d/b/a Sterling Helicopter
Ms. Dawn M. Fithian
1226 River Road
Croydon PA 19147

**COVERAGES** **CERTIFICATE NUMBER:** 437088007 **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 100 1243207 | 4/8/2026 | 4/8/2027 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

Evidence of Insurance

**CERTIFICATE HOLDER**

Nassau County
1 West Street, North Entrance
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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**Certificate Number: 20**

# CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate holder.

Date: 04/8/2026

| | | |
|---|---|---|
| This is to certify to: | Nassau County Police Department<br>1490 Franklin Avenue<br>Mineola, NY 11501 | |
| that the following policies have been issued to: | Sterling Corporation dba Sterling Helicopter; Brown Realty, LP<br>1226 River Road<br>Croydon, PA 19021 | |
| Insurance Companies & Policy Number: | Starr Indemnity & Liability Company<br>Price Forbes through Multiple London Insurers<br>Continental Indemnity Company<br>SiriusPoint America Insurance Company | Policy No. 1000189146-07<br>Policy No. B0507PE2600118<br>Policy No. BAVQFGNPA011600_130097_05<br>Policy No. ACQM SP-00576-04 |
| Policy Period: | April 8, 2026 to April 8, 2027 | |
| Policy Territory: | Worldwide | |

## AVIATION COMMERCIAL GENERAL LIABILITY

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Penn's Landing Heliport, Philadelphia, PA
1226 River Road, Croydon, PA
Including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

LIMITS OF LIABILITY

| | |
|---|---|
| General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers'): | $20,000,000 |
| Products-Completed Operations Aggregate Limit: | $20,000,000 |
| Personal Injury & Advertising Injury Aggregate Limit: | $20,000,000 |
| Each Occurrence Limit: | $20,000,000 |
| On Premises Automobile Liability: | $1,000,000 |
| Fire Damage Limit (Any One Fire): | $ 500,000 |
| Medical Expense Limit (Any One Person): | $ 50,000 |
| Hangarkeepers' Each Loss Limit: | $20,000,000 |
| Hangarkeepers' Each Aircraft Limit: | $20,000,000 |

Hangarkeepers' Deductible(s): $25,000 Each Aircraft
Property Damage Deductible: $2,500 per occurrence for Property Damage Liability / $25,000 per aircraft deductible for Damage to Aircraft

## SPECIAL PROVISIONS

The Certificate Holder is included as an Additional Insured under the above policies as respects the operations of the Named Insured. As respects the above additional insured, this insurance does not apply to any claim or liability arising out of the use of any aircraft product manufactured, sold, handled, or distributed by the above additional insured.

In the event the insurance companies cancel the attached policies, this Certificate Holder shall be provided Thirty (30) days written notice of cancellation (ten (10) days for non-payment of premium).

This certificate is subject to all of the terms, conditions and limitations of the policies, and does not alter, amend or extend the coverage provided under the policies. This document certifies that the listed coverages are in full force and effect on the date of issue of the certificate. In the event of a conflict between the certificate and the policies, the provisions of the policies will be governing. Each of the above insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability as an insurer as a result of issuing this certificate or under the above policies. If certificates have been issued prior to the date of issue of this certificate, this certificate cancels and supersedes each such certificate.

Alliant Insurance Services, Inc
Financial Square, 32 Old Slip
New York, NY 10005 By: *Thomas Morgan*

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-59-2026

| | |
|---|---|
| Subject: CARDIOVASCULAR INSTRUMENTS (S/B) 46514-04076-056 (RQPD26000031) | Date: June 18, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: Stryker Sales LLC. |
| Department Head Name: Melissa Gallucci | Contract Number: A-59-2026 |
| Department Head Signature Melissa Gallucci | Contract Manager Name: Mark Clemens, Buyer |

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2026 JUL -6 P 4:59

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 6/30/2026 | Chief Procurement Officer | 7/6/26 | Budget |
| 6/30/2026 | County Attorney | | County Executive |

Insurance: 7/1/26 KW AW 7/6/26

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

**Narrative**

**Purpose:** To authorize and award a purchase order for Cardiovascular Instruments for the Nassau County Police Department. This is a one-time purchase.

**Discussion:** This solicitation was advertised in the NY Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board.

| **Vendors Viewed the solicitation 25** | **Vendors bid on this solicitation 2** |
|---|---|
| 6 Woman owned business | 0 Woman owned business |
| 8 Minority (African/American) | 0 Minority (African/American) |
| 18 Small Business | 0 Small Business |
| 1 Service Disabled (Veteran) owned | 0 Service Disabled (Veteran) Owned |
| 2 Veteran Owned Business | 0 Veteran Owned Business |
| 7 None of the Above | 2 None of the Above |

The identified lowest responsible bidder, Stryker Sales LLC. is listed in none of the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order shall be Two Million Seven Hundred Fourteen Thousand Four Hundred Fifty-One Dollars Ninety Cents. ($2,714,451.90) from capital fund PWCAPCAP 00005.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Stryker Sales LLC. are the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-59-2026**

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

**DATE:** June 18, 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 PURCHASE ORDER IN THE AMOUNT OF TWO MILLION SEVEN HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS NINETY CENTS ($2,714,451.90) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO STRYKER SALES LLC. FOR CARDIOVASCULAR INSTRUMENTS.

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 COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND STRYKER SALES LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #46514-04076-056 for Cardiovascular Instruments 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 Stryker Sales LLC. submitted the lowest responsible bid and 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 Purchase order with Stryker Sales LLC.

**Nassau County**

# Memo

**To:** Robert Cleary

**From:** Mark Clemens

**cc:**

**Date:** June 18, 2026

**Re:** Stryker Sales LLC. Adverse information

---

In reviewing the Business History Form it was brought to our attention that there were potential claims.

April 1, 2025 – United States Securities and Exchange Commission ("SEC"), United States Department of Justice ("DOJ"), and certain other regulatory authorities – Stryker was informed by the DOJ that it had closed its inquiry into potential FCPA violations without further action.

Having reviewed this matter, we find there is no justification to find the vendor non-responsible for this award.

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:
Kathryn Janecke [KATHRYN.E.JANECKE@STRYKER.COM]

Dated: 04/20/2026 04:37:53 pm

Vendor: Stryker Sales LLC

Title: Sr. Director, Commercial Operations

**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: 04/20/2026

1) Proposer's Legal Name: Stryker Sales LLC

2) Address of Place of Business: 11811 Willows Rd NE

City: Redmond State/Province/ Territory: WA Zip/Postal Code: 98052

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: 07-847-0558

5) Federal I.D. Number: 22-2183590

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:

Parent Corporation is Stryker Corporation publicly traded on NYSE as SYK

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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Stryker, founded in 1964, is a global leader in medical technologies which operates numerous business units, including surgical equipment and navigation systems (Instruments), endoscopic and communications systems (Endoscopy), patient handling, emergency medical equipment and intensive care disposable products (Medical), minimally invasive products for treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism (Vascular), a comprehensive line of products for traditional brain and open skull based surgical procedures; orthobiologic and biosurgery products, including synthetic bone grafts and vertebral augmentation products (Neuro Cranial), and orthopeadics products consisting primarily of implants used in hip and knee joint replacements and trauma and extremity surgery (Orthopaedics).

Accordingly, as a global corporation operating through numerous different business units, Stryker Corporation (and/or certain subsidiaries) has been the "subject of" "criminal investigation or civil anti-trust investigation byany Federal, State, or Local prosecutorialor investigative agency" and/or "investigation by any government agency, including regulatory agencies." As a publicly traded corporation, Stryker discloses all such information to the public via different regulatory filings. The following is a list of investigations" of which Stryker was a subject:
- April 1, 2025 – United States Securities and Exchange Commission ("SEC"), United States Department of Justice ("DOJ"), and certain other regulatory authorities – Stryker was informed by the DOJ that it had closed its inquiry into potential FCPA violations without further action.
- September 28, 2018 – SEC- Stryker was charged with violating FCPA by having insufficient accounting controls in connection with subsidiaries in India, China, and Kuwait. Stryker agreed to settle the charges by paying approximately $7.8M.
- December 8, 2014 – DOJ – OtisMed (and former CEO) admitted to certain violations of the FDCA. OtisMed was fined approximately $40M. Stryker acquired OtisMed in 2009, which connected Stryker to this investigation; however, OtisMed's alleged violations occurred prior to Stryker's acquisition.
- October 24, 2013 – SEC – Stryker was charged with violating the FCPA in connection with subsidiaries in Argentina, Greece, Mexico, Poland, and Romania. Stryker settled the charges and agreed to pay approximately $13M to settle charges.
The above list is not intended to include every instance in which Stryker was "[s]ubject of an investigation by any government agency, including regulatory agencies"; however, it is intended to highlight the more significant investigations related to Stryker.

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.

Stryker, founded in 1964, is a global leader in medical technologies which operates numerous business units, including surgical equipment and navigation systems (Instruments), endoscopic and communications systems (Endoscopy), patient handling, emergency medical equipment and intensive care disposable products (Medical), minimally invasive products for treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism (Vascular), a comprehensive line of products for traditional brain and open skull based surgical procedures; orthobiologic and biosurgery products, including synthetic bone grafts and vertebral augmentation products (Neuro Cranial), and orthopeadics products consisting primarily of implants used in hip and knee joint replacements and trauma and extremity surgery (Orthopaedics).

Accordingly, as a global corporation operating through numerous different business units, Stryker Corporation (and/or certain subsidiaries) has been the "subject of" "criminal investigation or civil anti-trust investigation byany Federal, State, or Local prosecutorialor investigative agency" and/or "investigation by any government agency, including regulatory agencies." As a publicly traded corporation, Stryker discloses all such information to the public via different regulatory filings. The following is a list of investigations" of which Stryker was a subject:
- April 1, 2025 – United States Securities and Exchange Commission ("SEC"), United States Department of Justice ("DOJ"), and certain other regulatory authorities – Stryker was informed by the DOJ that it had closed its inquiry into potential FCPA violations without further action.
- September 28, 2018 – SEC- Stryker was charged with violating FCPA by having insufficient accounting controls in connection with subsidiaries in India, China, and Kuwait. Stryker agreed to settle the charges by paying approximately $7.8M.
- December 8, 2014 – DOJ – OtisMed (and former CEO) admitted to certain violations of the FDCA. OtisMed was fined approximately $40M. Stryker acquired OtisMed in 2009, which connected Stryker to this investigation; however, OtisMed's alleged violations occurred prior to Stryker's acquisition.
- October 24, 2013 – SEC – Stryker was charged with violating the FCPA in connection with subsidiaries in Argentina, Greece, Mexico, Poland, and Romania. Stryker settled the charges and agreed to pay approximately $13M to settle charges.
The above list is not intended to include every instance in which Stryker was "[s]ubject of an investigation by any government agency, including regulatory agencies"; however, it is intended to highlight the more significant investigations related to Stryker.

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 adhere 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;
11/02/1988

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.
Names and positions available at this link: https://www.stryker.com/us/en/about/our-management.html

iii) Name, address and position of all officers and directors of the company. If none, explain.
Names and positions available at this link: https://www.stryker.com/us/en/about/our-management.html

iv) State of incorporation (if applicable);
MI

v) The number of employees in the firm;
51000

vi) Annual revenue of firm;
17200000000

vii) Summary of relevant accomplishments
Attached comprehensive report.

1 File(s) uploaded: Stryker-2024-Comprehensive-Report.pdf

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

B. Indicate number of years in business.
85

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Stryker is a global leader in medical technologies and, together with our customers, we are driven to make healthcare better. We offer innovative products and services in MedSurg, Neurotechnology, Orthopaedics and Spine that help improve patient and healthcare outcomes. Globally, Stryker impacts more than 130 million patients annually. We are driven to make healthcare better for our customers by providing innovative products and services that meet regulatory requirements through our effective quality system. Stryker has over 51,000 employees worldwide, including a local team in New York to assist with all of the county's needs.

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 | Empire Hose Company 3 |
| Contact Person | Scott Birdie |
| Address | 2300 Merrick Ave |

| | | | |
|---|---|---|---|
| City | Merrick | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 351-3691 | | |
| Fax # | | | |
| E-Mail Address | scottbirdie@ehc3.org | | |

| | |
|---|---|
| Company | North Bellmore Fire District |
| Contact Person | Matthew Corless |
| Address | 1500 Newbridge |
| City | North Bellmore |
| Country | US |
| Telephone | (516) 351-5645 |
| Fax # | |
| E-Mail Address | corless76@hotmail.com |

State/Province/Territory: NY

| | |
|---|---|
| Company | Oceanside Fire Distrcit |
| Contact Person | Jose Piniero |
| Address | 65 Foxhurst Road |
| City | Oceanside |
| Country | US |
| Telephone | (516) 766-3010 |
| Fax # | |
| E-Mail Address | jpiniero@oceanside-fd.com |

State/Province/Territory: NY

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

I, Kathryn Janecke , 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: Stryker Sales LLC

Electronically signed and certified at the date and time indicated by:
Kathryn Janecke KATHRYN.E.JANECKE@STRYKER.COM

Sr. Director, Commercial Operations
Title

04/20/2026
Date

# 2024 Comprehensive Report

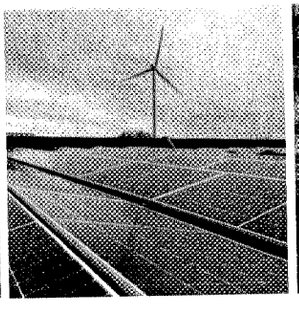



**Financial, environmental, social and governance**

stryker

# We work with our customers every day to make **healthcare better**

Stryker is a global leader in medical technologies. We offer innovative products and services in MedSurg, Neurotechnology and Orthopaedics that help improve patient and healthcare outcomes.



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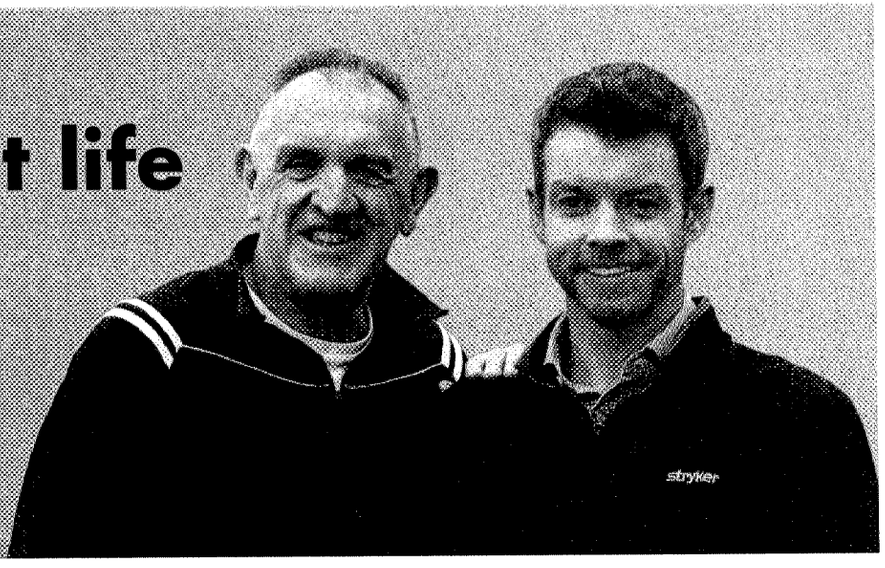
# A second chance at life

**After a sudden cardiac arrest, an experienced marathon runner is saved by the quick thinking of his community—and one of Stryker's devices.**




On the day of the 2024 Belfast Marathon, 63-year-old John was feeling fit and ready to run. But he doesn't remember much about the race. Despite his years of experience with long distance running, including two marathons the year before, John collapsed at the halfway mark. He wasn't just exhausted—he was in cardiac arrest.

Luckily, bystander Peter O'Hare saw John collapse and quickly recognized the severity of the situation. Peter is a Senior Manager of Global Upstream Marketing for Stryker's Emergency Care Business, and having trained in emergency response, knew that John would need both CPR to keep his blood pumping and the help of an automated external defibrillator (AED) to get his heart beating again. A nurse began CPR while Peter ran to get the Stryker-made AED he keeps in his car, knowing that every minute counts.

AEDs are used in cardiac events to help restore the heart to its normal rhythm and are essential to saving the lives of people like John. Stryker's devices are designed to be intuitive, easy to use and clinically effective, with proprietary CPR Advisor technology that gives real-time feedback on the quality of CPR. Peter explained that while performing CPR for John, it was like "having someone standing over your shoulder saying 'keep doing what you're doing.'"

> "My angels were all aligned that day."

John refers to Peter, and the others who intervened that day, as his "angels." After Peter helped restore his heartbeat at the scene, John was transported to the local hospital, beginning his journey to a full recovery. "My angels were all aligned that day," says John, "It's a miracle what happened. I'm here today because of the defib."

John's story underscores the importance of having defibrillators in the community—and making them easy to use in emergency situations. Of his work, Peter noted, "I'm so grateful every day that we get to make products that literally help save and change people's lives. It really is a terrifying experience when someone's life is at threat, but I'm so thankful I was able to take immediate action."

# Our company

**Stryker is a global leader in medical technologies, and, together with our customers, we are driven to make healthcare better. We offer innovative products and services in MedSurg, Neurotechnology and Orthopaedics that help improve patient and healthcare outcomes. Alongside our customers around the world, we impact more than 150 million patients annually. More information is available at www.stryker.com.**

## Focus areas

- Biologics
- Clinical Communication and Workflow
- Craniomaxillofacial
- Digital Technologies
- Emergency and Acute Care
- Enabling Technologies
- Foot and Ankle
- Hips
- Infrastructure and Integration
- Knees
- Minimally Invasive and Open Surgical Visualization
- Neurosurgical
- Neurovascular
- Otolaryngology
- Power Tools
- Reprocessing
- Robotic-Assisted Surgery
- Spine
- Sports Medicine
- Surgical Equipment
- Trauma
- Upper Extremities

## Global recognition

### Great Place to Work 2024

**Global:**

World's Best Workplaces

Best Workplaces in Asia

100 Best Companies to Work For in Europe

**U.S.:**

100 Best Companies to Work For U.S.

Best Workplaces in Manufacturing and Production

Best Workplaces for Parents

Best Workplaces for Women

Best Workplaces for Millennials

# 2024 fast facts*

**$22.6B** global sales

**53,000** employees

**75** countries in which we operate

**SYK** stock symbol (NYSE)

## Better healthcare

Over **150M** patients impacted globally**

Completed **7** acquisitions

Invested **$1.5B** in research and development

Launched expanded Government Affairs and Market Access Organization to increase **access to care**

## Stronger people

**38.5 percent** of our global employees are women

Launched and expanded **five** key **employee development programs**

**Donated** to nonprofits through our employee gift matching program

## Healthier planet

Reduced carbon emissions by **32 percent** compared to a 2019 baseline***

Used **45 percent** renewable electricity to power facilities worldwide****

**Partnered to launch** the Collaborative for Healthcare Action to Reduce MedTech Emissions (CHARME)

## Good business

**Introduced** expanded enterprise-wide risk assessment process

**96 percent** of people managers completed course on Fostering a Culture of Integrity

**70 percent** of direct suppliers (by spend) assessed for environmental, human rights and ethical performance; **on track** for 2027 target

## Our values

**Integrity**
We do what's right

**Accountability**
We do what we say

**People**
We grow talent

**Performance**
We deliver

* Numbers are rounded.
** Figure based on 2023 data. We regularly update our methodology to reflect our business footprint and data availability, which may result in changes to our reported metric.
*** Figure based on 2023 data.
**** Total renewable energy was assured by ERM CVS as part of their limited assurance engagement in accordance with ISAE 3000 (Revised). See page 55 for the full assurance report.

# A message from Stryker's Chair and CEO, Kevin Lobo

## Dear stakeholders,

> "Innovation is the lifeblood of a high-tech MedTech company, and we have healthy product pipelines across our businesses to help fuel future growth."

We delivered an excellent year of results in 2024 and continued to grow our global impact, touching the lives of over 150 million patients. We are driving outstanding innovation and had an active year of acquisitions that will help sustain our growth at the high end of MedTech. Our strong talent and culture, combined with our decentralized operating model, are key to our success. I'd like to thank our employees for their dedication and continued partnership with our customers to make healthcare better.

### Talent and culture

Our mission and values are unifying forces in our company and our culture centers on purpose, talent, relationships and growth. Aligned with our commitment to employee engagement, we continue to advance our diversity and inclusion efforts, which are contributing to our success. In recognition of our talent and culture, Stryker continues to be honored as a Great Place to Work across the world and across categories including World's Best Workplaces, Best Workplaces in Asia, 100 Best Companies to Work for in U.S. and Europe and Best Workplaces for Women.

We had two changes to our Board of Directors in 2024. After 15 years of distinguished service, Dr. Srikant Datar announced he would not be standing for re-election (see page 37). We also welcomed new board member Rachel Ruggeri, Executive Vice President and Chief Financial Officer, Starbucks, and she is having a positive impact on the board.

### Innovation

Innovation is the lifeblood of a high-tech MedTech company, and we have healthy product pipelines across our businesses to help fuel future growth. Our deep customer insights allow us to understand their needs and build or buy technologies and solutions to address them. We launched numerous high-impact products in 2024 including our Pangea Plating System and LIFEPAK 35 monitor/defibrillator. We were also active in M&A, completing seven deals in the year, which are illustrated on pages 11–12. These acquisitions all fit within our existing businesses and will help accelerate growth and deliver more value to our customers. For example, care.ai, is positioned to build upon our recent Vocera purchase, showing our commitment to growing our presence

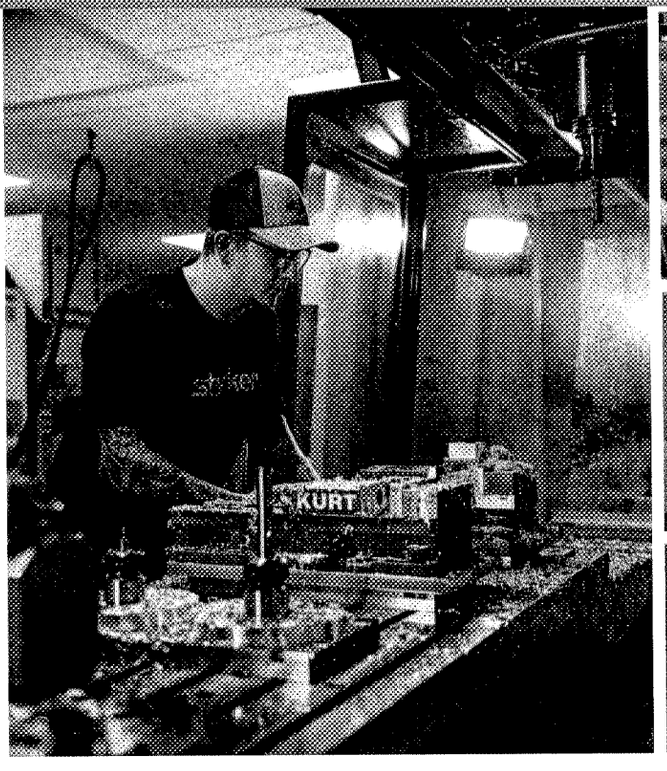
in healthcare information technology, and will help optimize clinical and operational workflows for our customers.

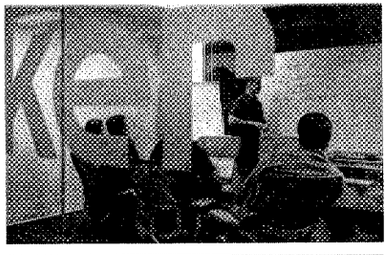
## Performance

In 2024, Stryker achieved another year of double-digit organic sales growth. We remain focused on advancing globalization, and our international success continued with 8.8% organic sales growth in the year. We continue to be under-penetrated in many markets outside of the U.S., and our international opportunity remains significant. We also delivered on our adjusted operating margin goal, expanding margins by 110 bps, and we remain on track to achieve our stated goal of returning to the 2019 level of adjusted operating margin by the end of 2025. Our adjusted earnings per share grew an impressive 15%, and we delivered solid free cash flow.

## Corporate responsibility

We are committed to making an impact toward a better, healthier world as outlined in our Corporate Responsibility (CR) framework of "stronger people, healthier planet and good business." We are making progress toward our environmental commitments to be carbon neutral in our facilities by 2030 and power all facilities with renewable electricity by 2027. Our environmental initiatives are also beneficial to our business and our customers; for example, by reducing material use in packaging. As you read this report, you will see the numerous ways we are driving impact to improve the health of our employees, communities and the planet. I was particularly impressed by the charitable giving of our employees, which was supplemented by a strong company matching program.





**"Our mission and values are unifying forces in our company."**

In summary, our strategy is working, and we continue to drive high growth across our key metrics. I would like to thank my fellow employees and Board of Directors for their passion and dedication to living our mission and values. I continue to believe that Stryker's best days are ahead of us.

**Kevin Lobo**
Chair and CEO

# Financial highlights

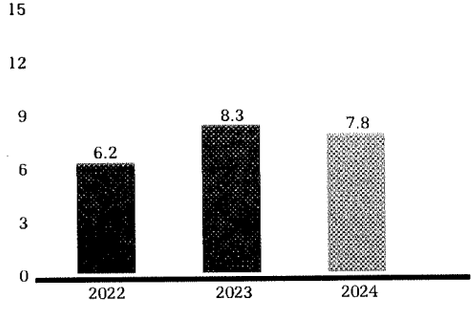
## Financial overview

($ in millions, except per share amounts)

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Net sales | $22,595 | $20,498 | $18,449 |
| Earnings before income taxes | 3,492 | 3,673 | 2,683 |
| Income taxes | 499 | 508 | 325 |
| Net earnings | 2,993 | 3,165 | 2,358 |
| Adjusted net earnings[1] | 4,700 | 4,066 | 3,571 |
| Net earnings per diluted share of common stock | | | |
| Reported | 7.8 | 8.3 | 6.2 |
| Adjusted[1] | 12.2 | 10.6 | 9.3 |
| Dividends paid per share of common stock | 3.2 | 3.0 | 2.8 |
| Cash, cash equivalents and marketable securities | 3,743 | 3,053 | 1,928 |

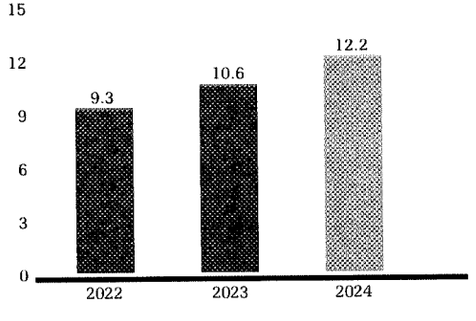
### Net earnings

($ per diluted share)



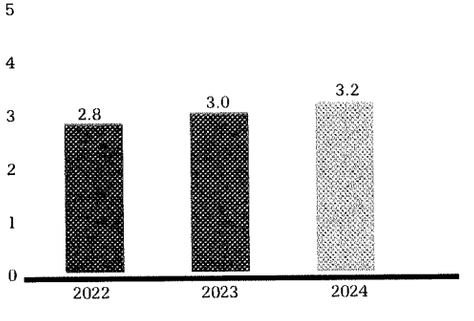

### Adjusted net earnings[1]

($ per diluted share)



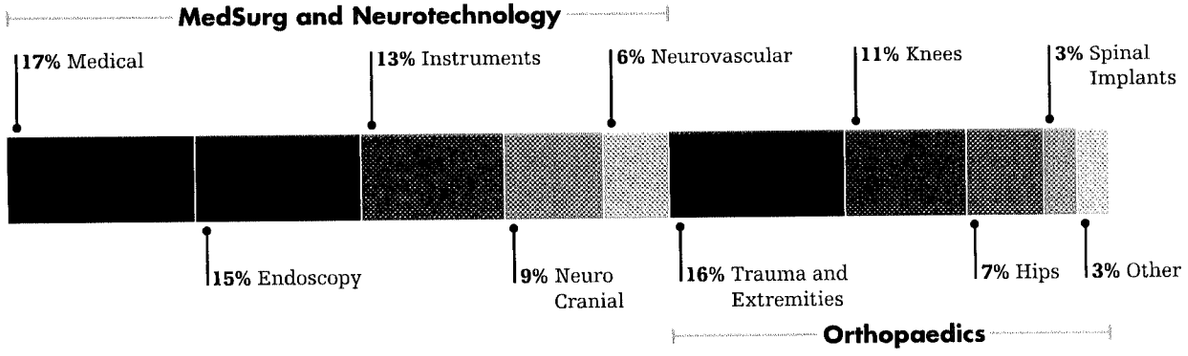

### Dividends paid

($ per share of common stock)



# Financial highlights
(continued)

## Sales by segment




$22.6B
**in global sales**

## 2024 Geographic net sales

59.8%
**MedSurg and Neurotechnology**

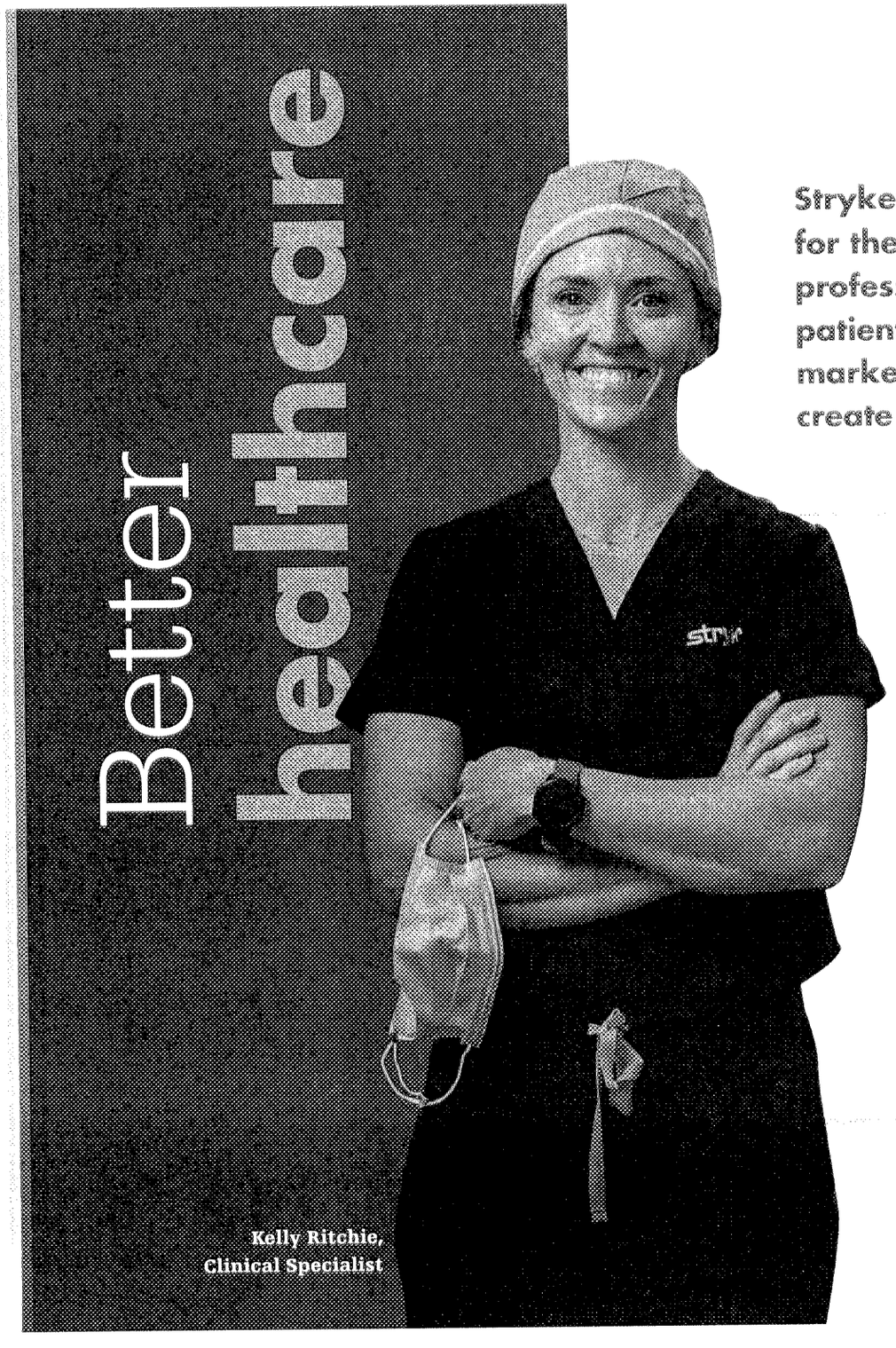
40.2%
**Orthopaedics**

# Committed to corporate responsibility

**Our mission and values, together with our company strategy, serve as our compass, guiding our commitment to responsible, sustainable practices. This work is a call to action for everyone at Stryker in alignment with our mission to make healthcare better.**

Our commitment to CR is grounded in our values, and Stryker's CR efforts focus on three pillars with one key objective: creating a better, healthier world. We are regularly exploring emerging topics and standards and will continue to evolve our reporting capabilities to meet the needs of our business and stakeholders.[2] To prepare for emerging sustainability disclosure regulations, we are preparing to comply where appropriate, including assessments in line with the Corporate Sustainability Reporting Directive (CSRD). The priority topics below may shift as we refine our double materiality assessment in accordance with CSRD. Learn more about our approach to reporting and stakeholder engagement in Stryker's Corporate Responsibility reports and resources.

| | Stronger people<br>Strengthening the people we serve | Healthier planet<br>Protecting our planet | Good business<br>Doing business the right way |
|---|---|---|---|
| **Pillars** | **We are committed to serving our communities and creating a healthy, and inclusive workplace where employees thrive.** | **We are committed to reducing our environmental impact on the world through responsible, sustainable operations.** | **We are committed to helping customers improve patient outcomes and growing responsibly by pursuing quality and integrity in everything we do.** |
| **Priority topics** | • Access to quality healthcare<br>• Community engagement, charitable giving and volunteering<br>• Diversity, equity and inclusion<br>• Employee and patient health and safety<br>• Employee development and training<br>• Engagement with healthcare providers and customers<br>• Ethical marketing<br>• Product social impact and innovation | • Air pollution<br>• Climate change<br>• Environmentally friendly product packaging development and design<br>• Operational waste management | • Ethics, compliance, anticorruption and antitrust<br>• Information security and privacy, intellectual property and cybersecurity<br>• Product safety and quality<br>• Responsible sourcing and human rights<br>• Supply chain transparency and diversity<br>• Transparency and stakeholder engagement |
| **Key commitments** | • Advance a culture of inclusion, engagement and belonging<br>• Strengthen the diversity of our workforce | • Power all facilities with 100% renewable electricity by 2027<br>• Become carbon neutral for Scopes 1 and 2 at all of Stryker's facilities by 2030<br>• Committed to science-based targets | • Engage 85% of our direct suppliers (by spend) on environmental, human rights and ethical performance by 2027<br>• Maintain oversight of CR by the Board of Directors |



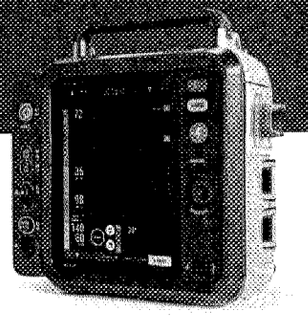

Kelly Ritchie,
Clinical Specialist

**Stryker aims to make healthcare better—for the healthcare customers we serve, professionals who use our products and patients receiving care. We leverage market insights to better understand and create value for the people we impact.**

To deliver on our mission, Stryker continually adapts to the ever-changing healthcare environment. Digitization is disrupting the industry, providing opportunities for us to help healthcare professionals use technology to manage complexity and reduce cognitive burdens. Growing global demand and a shift from inpatient to outpatient care is creating new demand for our products in different care settings.

Stryker is investing in innovation and acquisitions that allow us to meet these evolving needs. At the same time, many aspects of our approach remain constant, including a focus on health equity, an emphasis on educating the next generation of healthcare professionals and a steadfast commitment to quality in all we do.

# Healthcare innovation



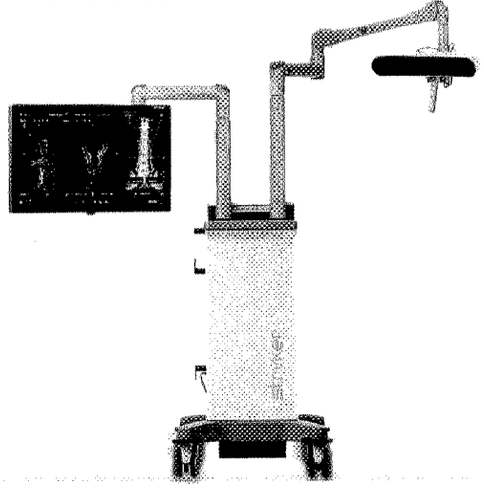
Internal research and development (R&D) is an important part of how we innovate. Stryker's R&D Fellows program recognizes our most esteemed technical leaders whose impactful innovations have meaningfully advanced Stryker's mission to make healthcare better. In 2024, the company welcomed three new Distinguished R&D Fellows and 10 Technical R&D Fellows. We are also driving innovation suited to local markets with centers of excellence such as Stryker's Global Technology Center in Gurugram, India, and an R&D Lab in Brisbane, Australia.

For more than a decade, mergers and acquisitions have also been a critical part of Stryker's growth strategy. The company has completed 60 acquisitions since 2014, and seven in 2024 alone. Inorganic innovation supports our company strategy and complements the work of our R&D Teams to strengthen our portfolio and deliver on our mission.

## Investing in advanced digital healthcare

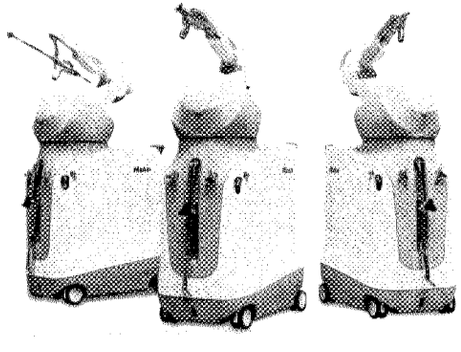
Stryker has an enterprise-wide focus on integrating digital features and other enabling technologies into our products, that can help improve outcomes and create value for customers and patients. Examples of this innovation from across our portfolio include:

- Our latest **Spine Guidance 5 Software** is designed to help surgeons plan and execute complex spinal procedures. Features include automatic screw suggestion, rod visualization and alert zone notifications that include audible and tactile feedback to help guide the surgeon's movement during bone resection and screw insertion.

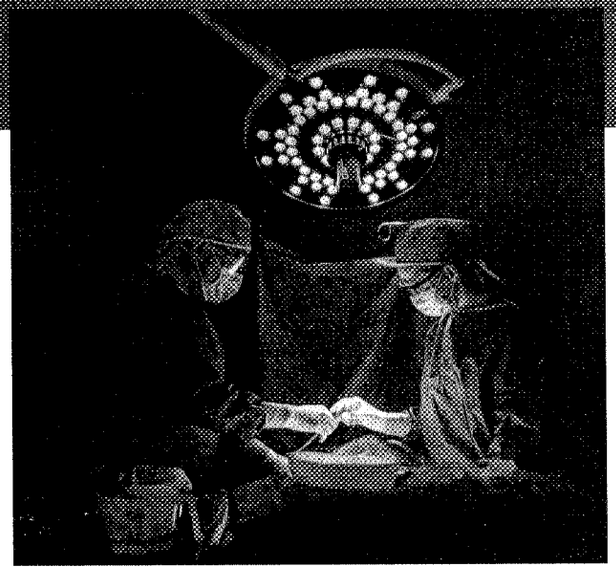


- With over 18+ years of experience and more than 1.5 million procedures[3] performed across 45 countries globally, **Mako SmartRobotics** has demonstrated enhanced outcomes, such as shorter recovery times and less pain, for total hip, partial knee and total knee patients when compared to manual surgery.[4,5,6]

- **LIFEPAK 35** is Stryker's first monitor/defibrillator launch in years and comes with technology upgrades that meet the needs of today's healthcare professionals, including a large, intuitive touchscreen and advanced clinical decision-support tools that help reduce cognitive burden.
- In 2024, Stryker completed the acquisition of **care.ai**, whose platform and sensors enable a variety of artificial intelligence-enabled workflows, allowing caregivers to spend more time with patients. This technology will one day integrate with our Clinical Communication and Workflow platform and many other Stryker devices, helping deliver Dynamic Clinical Workflow solutions that further enable a smarter continuum of care.



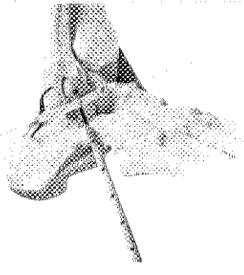
## Healthcare innovation
**(continued)**



### Responding to evolving sites of care

Around the world, people are staying active as they age. And post-pandemic, more people are opting for elective surgeries. The rising number of elective surgeries, coupled with a shift toward performing these procedures in ambulatory surgical center (ASCs), is reshaping the landscape of care delivery. Today, there are more than 6,300 Medicare-certified ASCs in the United States, and ASCs are being constructed at a ratio of 7 to 1 when compared to traditional hospitals.[7,8]

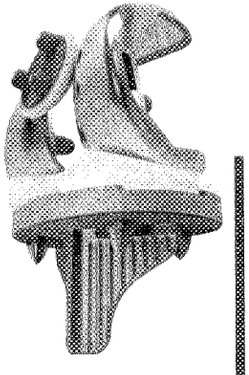
ASCs are highly specialized facilities, focused on specific types of procedures, such as orthopaedic surgeries. This specialization enables them to handle a high volume of cases efficiently, improving patient throughput and allowing more people to receive care in a timely manner. Stryker understands the unique needs of ASCs and offers solutions suited to this emerging care setting, including:



- The **Artelon FlexBand Systems** come in single-use, sterile blister packs, providing a complete set of tools and implants. For ASCs, where efficiency, safety and cost-effectiveness are paramount, sterile-packed solutions can be beneficial. They help streamline operating room (OR) workflows by reducing setup time, minimizing instrument clutter and reducing the need for in-house sterilization. This helps save on both time and resources while reducing the risk of contamination.

  Designed to support the growing volume of elective soft tissue procedures in ASCs, these kits also feature the Artelon differentiated synthetic technology. This technology is designed to load share with native tissue. Load sharing may support induction of regenerative biological signaling. With convenience, reliability, and innovation in one package, the Artelon FlexBand Systems align with the evolving needs of modern ASCs.

- **The Mild procedure**, created by Vertos Medical, provides a minimally invasive treatment option for patients with lumbar spinal stenosis who are not receiving adequate relief from conservative therapies. Stryker's acquisition of Vertos Medical strengthens our Interventional Spine Business, further enhancing our focus on advanced pain procedures.



- The **Triathlon Cementless** primary knee implant incorporates the same design as the trusted Triathlon brand[9] without the need for cement. The Triathlon Cementless knee implant has demonstrated improved patient satisfaction[10,11] than cemented knees and allows for enhanced operational efficiencies including OR time savings[10,12] and elimination of cost storage and cement mixers[13] that can be beneficial to the ASC setting.

# Advancing education

Worldwide, healthcare systems are evolving. Advances in technology are making novel treatments and procedures an option for people in many parts of the world—while others are at risk of being left behind. At the same time, we're seeing increased focus on controlling healthcare costs from payers, including governments and insurers.

## Advancing healthcare access

Stryker's Global Government Affairs and Market Access (GAMA) organization is designed to navigate the intricacies of government policies, reimbursement systems and market access challenges across the globe. By advocating for patients, supporting healthcare providers and working to streamline market access, GAMA helps make innovative medical technologies available to those who need them most. For example, Stryker recently successfully advocated for increased availability of automated external defibrillators (AEDs) at schools in the state of Michigan—a development that will help keep children safe.

## Supporting medical education

As new procedures and products become available, healthcare professionals' knowledge must keep up. Recent highlights from Stryker's medical education programs include:

- **Onsite training**—We continue to focus on hands-on training at our company-owned lab facilities and local institutions. Many of our facilities saw record levels of in-person participation in 2024.
- **Virtual training**—We have enhanced our virtual training opportunities through the deployment of new learning management systems, technology to support live surgeries and options for virtual surgical observations. We have also increased the amount of online learning available, including new Mako on-demand courses.
- **Mobile labs**—Stryker had 657 mobile lab stops in 2024. Mobile labs put the latest advancements in Stryker's portfolio in reach of more people, including those in rural and remote locations, while reducing the need for busy executives and clinicians to travel.

## Engaging women in orthopaedics

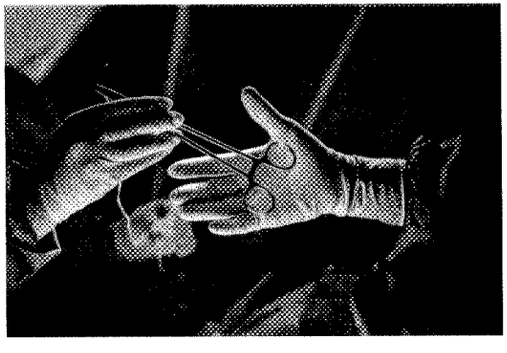
Women remain significantly underrepresented among orthopaedic surgeons. To identify and advance qualified women into the orthopaedics field, Stryker supports organizations including the Ruth Jackson Orthopaedic Society, Women in Arthroplasty, the Orthopaedic Diversity Leadership Consortium and Women Orthopaedist Global Outreach, all of which work to develop skills and drive more women into this important field.

**Learn more about Stryker's efforts around medical education and healthcare access and affordability in Stryker's Corporate Responsibility reports and resources.**

# Product quality and safety

Stryker's Quality Policy guides our approach to product quality, promoting that our healthcare solutions meet or exceed safety, efficacy and efficiency standards.

Our global design and manufacturing sites hold International Organization for Standardization (ISO) 13485:2016 certification for medical devices and meet numerous other relevant standards. These certifications play a pivotal role in shaping our product design, manufacturing and distribution processes. Dedicated teams ensure that products and solutions obtained via acquisition meet our quality standards.



Stryker undergoes rigorous independent assessments for quality, including 192 external quality audits in 2024. Covering our design, manufacturing, logistics and distribution sites, these audits ensure that our operations consistently meet industry standards. Alongside external evaluations, Stryker also conducted 386 independent internal quality audits in 2024. The insights gained from these assessments drive continuous improvement.

## Quality management metrics

| | 2022 | 2023 | 2024 |
|---|---|---|---|
| **Recalls reported to the U.S. Food and Drug Administration (FDA)** | | | |
| Number of FDA Class I recalls | — | — | — |
| Number of FDA Class II recalls* | 27 | 35 | 36 |
| Number of FDA Class III recalls | 2 | — | — |
| Recalls pending classification | — | 0 | 4 |
| **Normalized by revenue** | | | |
| Recalls reported to U.S. FDA per billion dollars in revenue | 1.6 | 1.6 | 1.8 |
| **U.S. FDA Warning Letters** | | | |
| FDA Warning Letters received | — | — | — |
| FDA Warning Letters resolved | — | — | — |
| **Audits and inspections** | | | |
| Number of audits/inspections by external entities (e.g., worldwide regulatory agencies, notified bodies) | 181 | 191 | 189 |
| Average findings per audit | 0.7 | 0.8 | 0.6 |
| Number of FDA inspections | 5 | 7 | 14 |
| Average observations per FDA inspection | — | 0.4 | 0.3 |
| Number of corporate quality audits conducted | 23 | 35 | 31 |

*Reportability was changed on two 2023 recalls after input from FDA.

# Product quality and safety
**(continued)**

## Quality training

We require all employees to complete quality-related training applicable to their roles, using self-paced reading, web-based training and in-person training as required. When procedures change, we retrain employees as needed.

## Quality monitoring

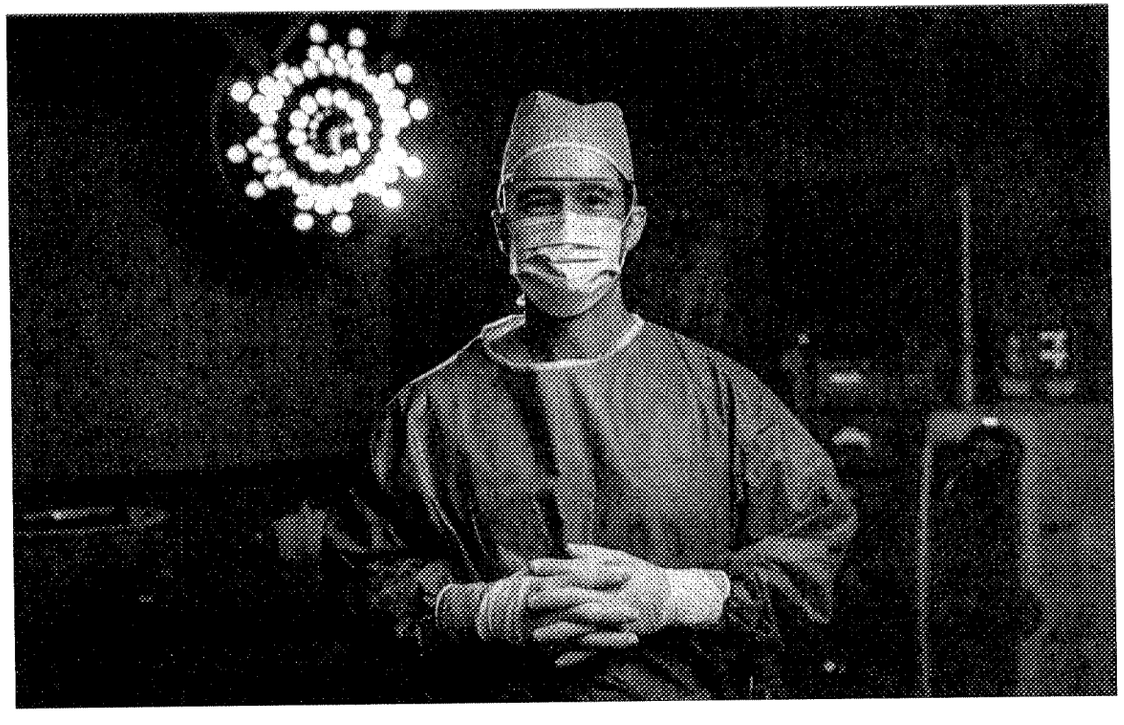
Stryker's quality processes are supported by a robust quality data program that includes key process indicators for different dimensions of quality. The data we collect guides us in managing day-to-day quality activities and is regularly reviewed with executive leadership.

## Designing for quality

We have dedicated Quality Teams working throughout the new product development process to challenge assumptions and drive high standards for product validations. These teams partner with our Design Engineering Teams to instill our quality culture into the product lifecycle. They analyze the risks of health and safety impacts for our products and assess them for improvements. We also take feedback from current-generation products to R&D Teams to improve next-generation designs.

## Ensuring product security and trust

Stryker is committed to ensuring the security and safety of our medical devices through a proactive approach to product security. Our dedicated Product Security Team integrates security measures throughout the product lifecycle, from design and development to deployment and maintenance. We collaborate closely with suppliers, industry partners and regulatory authorities to address emerging threats, safeguard sensitive data and maintain compliance with industry standards such as FDA cybersecurity guidelines for medical devices, as well as industry standards like ISO 13485 and International Electrotechnical Commission 62304. Learn more about our commitment to product security.



# Product quality and safety
**(continued)**

## Continuous improvement

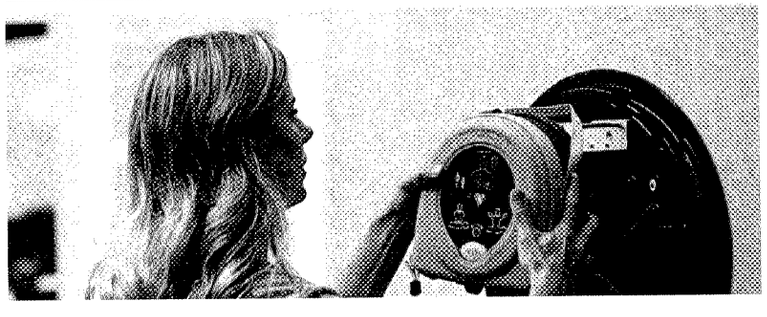
Stryker uses an industry-leading Corrective and Preventive Action (CAPA) program to drive continuous improvement. This program follows a rigorous process to determine the root causes of defects and develop improvement plans to help eliminate recurrence. One vital input to our program is post-market surveillance, where we evaluate customer-reported issues. This information feeds into our CAPA system, providing a feedback loop directly from customers into future product and process designs.

## Clinical trials

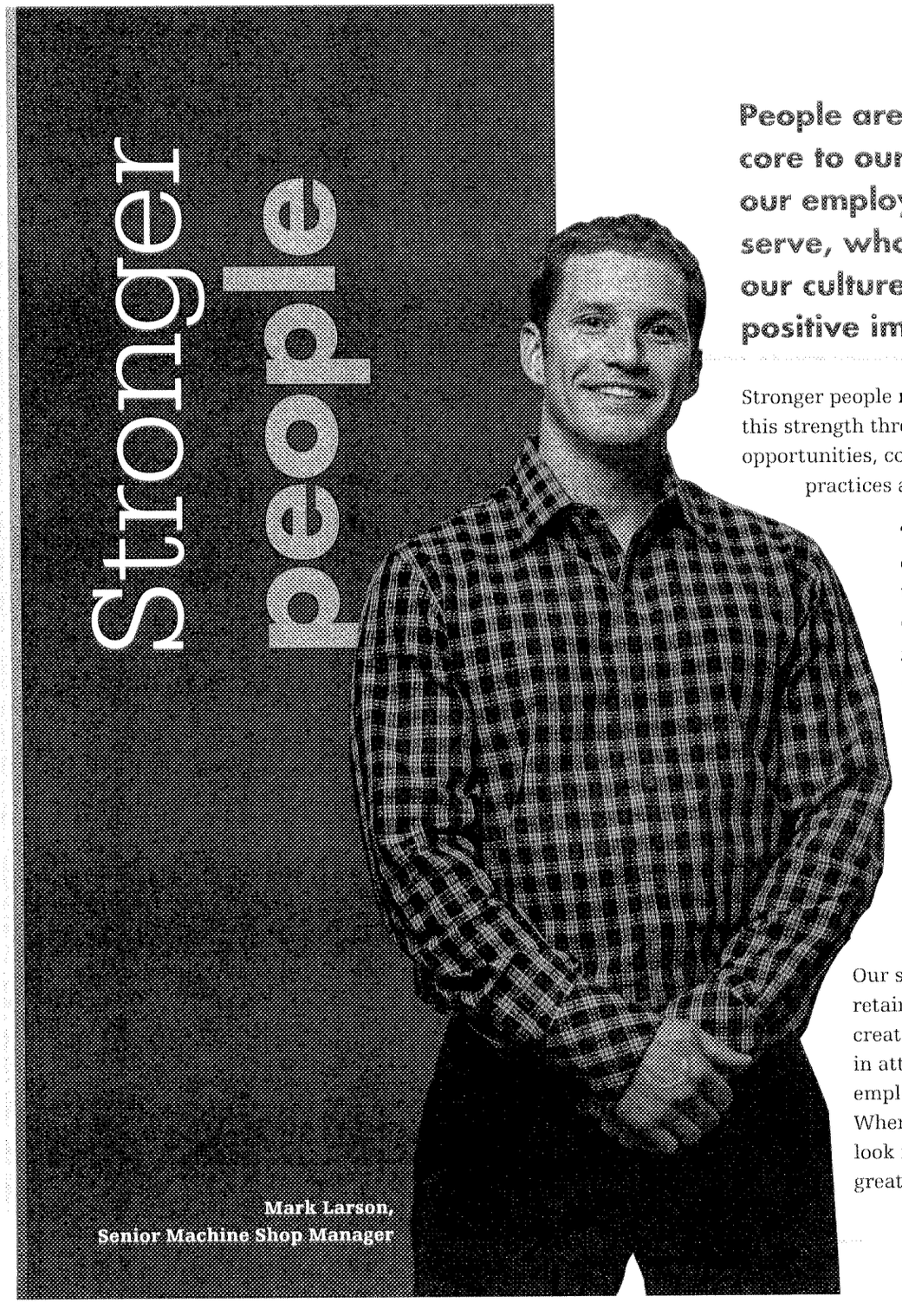
To generate data and establish evidence on the safety and efficacy of our products in humans, Stryker's Clinical Teams conduct and oversee clinical trials, including Stryker-sponsored and investigator-initiated studies. We conduct clinical trials in line with specific business needs by division and product family. Our clinical trials follow all divisional, corporate clinical and company policies, as well as applicable regional regulations.

Stryker's clinical trials comply with Good Clinical Practice (GCP), the international ethical and scientific quality standard for human subject trials. In addition to clinical trial data credibility, compliance with GCP provides assurance that the rights, safety and wellbeing of trial participants are protected according to principles derived from the Declaration of Helsinki. Clinical trials also comply with other applicable standards by geography.

Stryker remains committed to updating our clinical procedures and policies in line with regulatory requirements, ensuring high-quality evidence through both clinical studies and real-world data. Guided by evolving regulations, we plan to design and conduct clinical studies with broader patient participation. Moreover, our continued advocacy efforts on the regulatory front, coupled with cross-industry collaboration, will help drive representative enrollment in clinical trials, ultimately leading to meaningful improvements in patient care.



# Stronger people



Mark Larson,
Senior Machine Shop Manager

**People are the heart of our company and core to our mission. We are committed to our employees and the communities we serve, who together form the foundation of our culture and fuel our efforts to make a positive impact on the healthcare industry.**

Stronger people make a stronger culture, and Stryker works to foster this strength through our inclusion initiatives, career development opportunities, commitment to environment, health and safety (EHS) practices and work we do to improve lives in our communities.

These efforts help build our culture—a core part of our overall company story. Our mission and values tell the story of why we exist and what we believe, our company strategy tells the story of where we are going and how we will get there, and the following culture statements, introduced in 2024, describe how we get things done.

- **Purpose:** Customers and patients are at the heart of what we do
- **Talent:** We value our diverse strengths
- **Relationships:** We care for each other and collaborate to win
- **Growth:** We're passionately driven to deliver

Our success depends on our ability to attract and retain the best talent. To do so, we continue to focus on creating and maintaining a great workplace. We believe in attracting the right people, maintaining and building employee engagement and developing our employees. When people are able to do what they do best, they will look forward to coming to work and, in turn, will deliver great business results.

# Career development

We proudly live our values, one of which is to grow talent. Through leadership and employee development, and by listening to the various points of view of our employees, we have maintained our reputation as a great place to work. In 2024, we built upon the foundation of our Talent Offense—a comprehensive approach to attract, engage, align and develop talent—to enhance development and goal setting, prepare leaders for critical and evolving roles and expand opportunities to help employees advance their careers.

## Fostering leadership at every level

Since 2014, our Leadership Expectations have provided common language for our team on what good leadership looks like at every level of the organization. They describe the behaviors that drive our success, deliver on our mission and strategy and build a culture that focuses on our purpose, talent, relationships and growth. Since creating our Leadership Expectations, our business has doubled in size, and the external environment has changed dramatically. In response, we refreshed our Leadership Expectations in 2024 to align with our culture statements and help ensure we focus on what matters most for employees and leaders today.

Our updated Leadership Expectations ask our leaders to:

**Lead from our mission**

by designing the future with our customers and patients in mind.

**Win together**

by collaborating to accelerate innovation and global growth.

**Develop people**

by investing in everyone to help them reach their full potential.

**Make growth happen**

by delivering exceptional results in a sustainable way.

We provide specific examples of how to embody these Leadership Expectations based on different roles in the organization, whether an employee leads an organization, a practice or process, other leaders or employees or themselves. Every leader at every level adds value and paves the way for our future success.

# Career development
**(continued)**

## Developing goals that matter

Professional growth happens at Stryker in a variety of ways. Individuals set goals for performance, Leadership Expectations and individual development, using Workday as a centralized tool where employees and managers can collaborate and measure progress. In 2024, we evolved our goal-setting process to align with our updated Leadership Expectations. In parallel with this process, our Human Resources Team has created comprehensive support materials to help people understand best practices of goal writing and evaluation, providing a clear roadmap for how to learn, grow and advance at Stryker.

Beyond annual performance reviews, we encourage open dialogue by offering two formal manager-employee progress check-ins each year, to ensure there is clear understanding of expectations, performance progress and opportunities for growth. Additionally, Stryker has more than 330 employees trained to coach other employees on career development.

## Taking the pulse

Employee surveys also provide valuable insights that managers can use to inform development conversations. More than 40,000 employees participated in our latest pulse survey, which focused on psychological safety, inclusion, career and overall wellbeing. In our annual pulse survey, 80 percent reported having meaningful development discussions with their managers. In addition, we saw a notable improvement in employees reporting that they feel managers care about their wellbeing.

# Career development
**(continued)**

## Growing participation in career development

In 2024, we launched and expanded five key employee development programs, including:

### Impact from the Core

A program to enable Managers and Senior Managers to lead through change, create psychological safety on their teams, navigate paradoxes and build their self-awareness

280 participants globally

### Grow-on-the-Go

A new mobile app to support professional development

1,600 participants globally

### Big Think

Developing leaders through a partnership with the Big Think platform and Stryker's leaders

530+ employees have completed the program; 670 more currently enrolled

### Business Acumen

A program leveraging an interactive simulation to bring to life the challenges of setting a strategy, balancing priorities, allocating resources and delivering on key metrics to drive overall business success

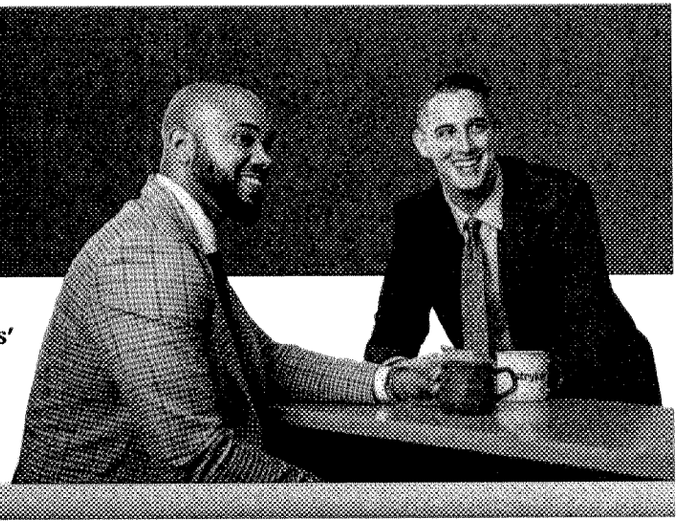
100 people in first global cohort

### PEAK Commercial Leader program

A development journey designed to provide leaders with a high impact, personalized learning experience

25 senior leaders participated over nine-month period

# Diversity, equity and inclusion



**We are united by our mission and strengthened by our culture. Our employees' diverse strengths, experiences and perspectives are essential for driving innovation and making healthcare better. By caring for each other, we foster an inclusive workplace where everyone feels seen, heard and valued.**

## Our commitment to DE&I

We remain committed to strengthening the diversity of our workforce, advancing a culture of inclusion and growth. We believe that diverse perspectives help drive innovation, engagement and a strong culture.

## Representation data: Gender (global)

| | 2023 | 2024 |
|---|---|---|
| **Overall** | | |
| Women | 38.1% | 38.5% |
| Men | 61.4% | 61.1% |
| Not disclosed | 0.5% | 0.4% |
| **Team members** | | |
| Women | 39.0% | 39.3% |
| Men | 60.4% | 60.2% |
| Not disclosed | 0.6% | 0.5% |
| **Managers and Directors** | | |
| Women | 35.3% | 36.0% |
| Men | 64.4% | 63.7% |
| Not disclosed | 0.3% | 0.3% |

| | 2023 | 2024 |
|---|---|---|
| **Vice Presidents and above** | | |
| Women | 30.9% | 31.1% |
| Men | 69.1% | 68.9% |
| Not disclosed | — | — |
| **Board*** | | |
| Women | 40.0% | 50.0% |
| Men | 60.0% | 50.0% |
| Not disclosed | — | — |

*Calculated on the day the directors were elected at the annual shareholders' meeting in 2023 and 2024.

# Diversity, equity and inclusion
**(continued)**

## Representation data: Race/ethnicity (U.S. only)*

| | 2023 | 2024 |
|---|---|---|
| **Overall** | | |
| White | 68.7% | 68.3% |
| Hispanic or Latino/a | 10.9% | 10.9% |
| Black or African American | 6.3% | 6.1% |
| Asian | 7.6% | 7.7% |
| Additional races/ethnicities** | 3.1% | 3.3% |
| Blank/unspecified | 3.4% | 3.7% |
| **Team members** | | |
| White | 66.7% | 66.5% |
| Hispanic or Latino/a | 12.7% | 12.9% |
| Black or African American | 7.4% | 7.4% |
| Asian | 6.4% | 6.3% |
| Additional races/ethnicities** | 3.6% | 3.7% |
| Blank/unspecified | 3.2% | 3.2% |
| **Managers and Directors** | | |
| White | 74.3% | 73.0% |
| Hispanic or Latino/a | 5.7% | 5.6% |
| Black or African American | 2.9% | 2.7% |
| Asian | 11.3% | 11.8% |
| Additional races/ethnicities** | 1.9% | 2.1% |
| Blank/unspecified | 3.9% | 4.8% |
| **Vice Presidents and above** | | |
| White | 82.4% | 83.1% |
| Hispanic or Latino/a | 1.5% | 0.9% |
| Black or African American | 1.9% | 1.9% |
| Asian | 7.8% | 7.5% |
| Additional races/ethnicities** | 1.0% | 0.9% |
| Blank/unspecified | 5.4% | 5.7% |
| **Board*** ** | | |
| White | 50.0% | 60.0% |
| Hispanic or Latino/a | — | — |
| Black or African American | 20.0% | 20.0% |
| Asian | 30.0% | 20.0% |
| Additional races/ethnicities** | — | — |
| Blank/unspecified | — | — |

*This data does not include Puerto Rico.
**Includes American Indian, Native Alaskan, Native Hawaiian, Pacific Islander and two or more races.
***Calculated on the day the directors were elected at the annual shareholders' meeting in 2023 and 2024.

## Tapping into homegrown talent

In Kalamazoo, Michigan, our efforts to expand access and invest in local talent are paying off. In 2024, our investments in the Career Right Here program came full circle when Higher Promise interns who came to Stryker through the program became full-time hires. Additionally, we engaged more than 200 students through Stryker Day, a program designed to introduce middle and high school students to career possibilities in medical technology.

# Environment, health and safety

Stryker is committed to a safe and sustainable future. Guided by core values, Stryker's business is conducted in a way that is protective of the health, safety and wellbeing of our people, those working on our behalf, our customers, the environment and our communities.

Our EHS management system elevates our organizational success by focusing on people and protecting the environment. The system has established standards that we implement across our organization, and this helps foster a culture of responsibility, continuous improvement and accountability that is at the core of our business.

## Our EHS strategic framework is grounded in four essential pillars:

**People**
**Promoting the safety, health and wellbeing of all people in the work environment**

**Engagement**
**Leadership empowering teams to own and drive excellence in EHS**

**Compliance**
**Reaching beyond compliance in EHS and operational efficiency**

**Agility**
**Building capability for sustained growth and asset protection and development**

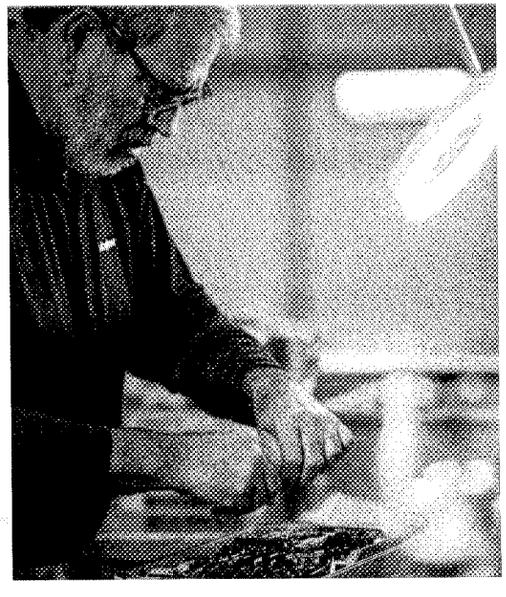
**Together, we are committed to a safe and sustainable future.**

## EHS governance and policies

In 2024, we issued a new Global EHS Policy, which outlines the long-term direction and commitment of the company to support and continually improve EHS performance.

Our EHS Leadership Team has also continued to develop and operationalize EHS Management and Technical Standards tailored to our risk profile and aligned with International Organization for Standardization (ISO) 14001 and ISO 45001 management systems. Our Global EHS Leadership Team oversees execution of these standards, and a designated owner is identified for each, which helps ensure implementation at the facility level. We continue to expand and strengthen our EHS model with expertise in process safety, industrial hygiene, radiation physics, combustible dust hazards and other domains.

EHS Risk Assessment is a fundamental part of our safe workplace, and in 2024 we have seen the benefits of a concerted effort to focus and reduce risk associated with fire safety. We will continue to focus on this fundamental program in 2025 to lower incident rates, enhance compliance with regulations and continue to build upon our strong safety culture.



## Safety performance across our facilities

Prevention of illness and injury is paramount to all EHS efforts, and we continue to strive to eliminate hazards from our facilities and improve our EHS culture. We engage site leaders and local EHS committees to implement our risk management strategies and continually improve our safety culture and performance. The risk management plan systematically identifies, assesses, prioritizes, mitigates and monitors potential risks and uncertainties that could impact our employee safety.

In 2024 we achieved the following:

- Annual Global Safety Month reached manufacturing, commercial, distribution and field employees.
- Monthly EHS Leadership Forums were conducted to highlight outstanding performance and opportunities for improvement.
- We supported year-round efforts, including CPR training and workplace walkthroughs.
- We increased focus on safety observations as a leading indicator.

In addition to these initiatives, we continued to strengthen our risk management program, as well as our injury investigation and reporting process. We focused on leading indicators for EHS performance, such as the closure of safety observations and hazard identification, which are critical to addressing potentially unsafe conditions. We also continued to measure lagging indicators, including recordable injury rate and lost time injury rate.

## Focus on our key risk areas

As a leader in selling imaging, medical and other supportive technologies, Stryker is dedicated to ensuring the safety of customers and other individuals who encounter radiation emitting equipment. Our Radiation Safety program is based on As Low As Reasonably Achievable (ALARA) principles, a radiation safety principle based on the minimization of exposure to ionizing radiation. In addition, we educate X-ray equipment operators, lab managers and our sales force on safe practices for radiation technology and the importance of data registration and monitoring.

In 2024, Stryker focused on other key safety improvements and initiatives, informed by third-party expertise, to ensure a comprehensive review of operational risk.

Key additions to our safety practices include:

- Risk hazard assessment standard
- Combustible dust standard
- Contractor safety standard
- Blood borne pathogens and other potentially infectious materials standard
- Driver safety standard

# Communities

In 2024, Stryker's employees continued to drive our company-wide passion for improving the lives of others. We deepened our signature partnerships and investments in our local communities while forging new initiatives to deliver support where it is most needed.

We envision a society where every person feels they belong and can reach their full potential, regardless of their race, identity or area code. Stryker's social impact strategy is guided by four areas of focus, all viewed through the lens of equity:

### Advancing healthcare
Provide access to safe, timely healthcare to underresourced groups

### Improving environmental health
Tackle global and local sustainability challenges

### Supporting education
Help public education prepare every child to achieve their potential

### Enriching community culture
Connect, strengthen and empower people and communities

## Employees driving impact
Employees have always been key contributors to our social impact efforts, and we amplify their generosity through company giving and volunteering programs. Their involvement not only delivers value to the nonprofits we support but helps support employee engagement and retention.

## Our impact in 2024
$11.3M **donated through our giving and volunteering platform, Impact**

11,000+ **employee donors and volunteers**

35,000+ **hours volunteered**

5,700 **total nonprofits supported**

## Giving back in **Michigan**
As the city where Dr. Homer Stryker founded our company in 1941, we remain committed to investing in Kalamazoo as a vibrant place to live, work and play. In 2024, we provided support to local nonprofits, including YWCA Kalamazoo, Big Brothers Big Sisters of Southwest Michigan, Kalamazoo Nature Center and more.

Kalamazoo Regional Educational Service Agency (KRESA)—a local cornerstone of the community—provides high-quality educational and career readiness experiences for youth across Southwest Michigan. Stryker supports MiCareerQuest, an interactive career exploration event programmed by KRESA, in which more than 5,000 students participate each year to learn about careers in science, technology, engineering and mathematics (STEM).

## Communities
**(continued)**

In 2024, we saw a significant increase in employees engaging with Impact, our global giving and volunteering platform. The number of participants grew from 6,900 to 11,200 between 2023 and 2024, while the number of hours volunteered also increased from 22,500 to 35,800—thanks in part to two new programs that have enhanced employees' engagement and ability to give back:

- **Impact 101**, a rewards-based campaign, through which the company adds reward dollars to each employee's "Impact account," allows individuals to then decide where to donate these funds.
- Our **Global Volunteer Network** was launched in 2023 to help employees organize their own volunteer opportunities. The Network includes members who volunteer strategy and guide goal setting and training, as well as planning and hosting events. The Global Volunteer Network works with Visit.org, a signature partner, to provide a range of volunteer opportunities globally. For example, in 2024, Stryker's employees packed hygiene kits and engaged youth in Costa Rica, created care packages for hospitalized children and supported the conservation of local bee populations, all within our giving and volunteering focus areas.

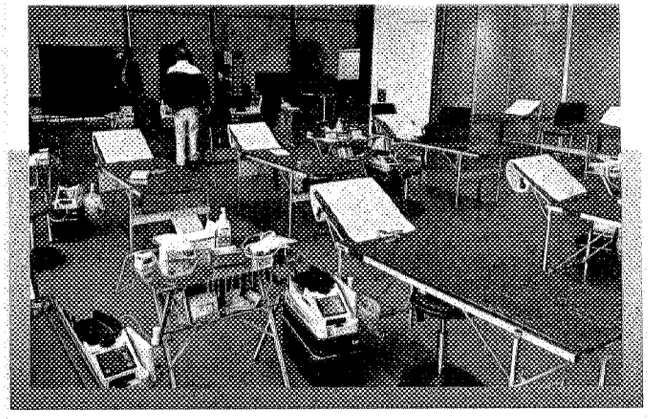
### Aligning our DE&I strategy **with our volunteering**

Stryker's Employee Resource Groups (ERGs) are deeply integrated in our volunteering and giving efforts. Through our ERG Social Impact Ambassador network, which launched in 2024, representatives meet quarterly to identify key causes, plan giving or fundraising opportunities, and undertake volunteering opportunities on Impact, our global giving and volunteering platform.

## Communities
**(continued)**

### Driving impact with signature partners

Stryker's social impact work aims to advance healthcare, support education, improve environmental health and foster community culture. As part of these efforts, we fund a curated group of signature partners and invite employees to support them as well. These valued partners, whose work aligns with both our social impact strategy and company mission to make healthcare better through giving and volunteering, are:

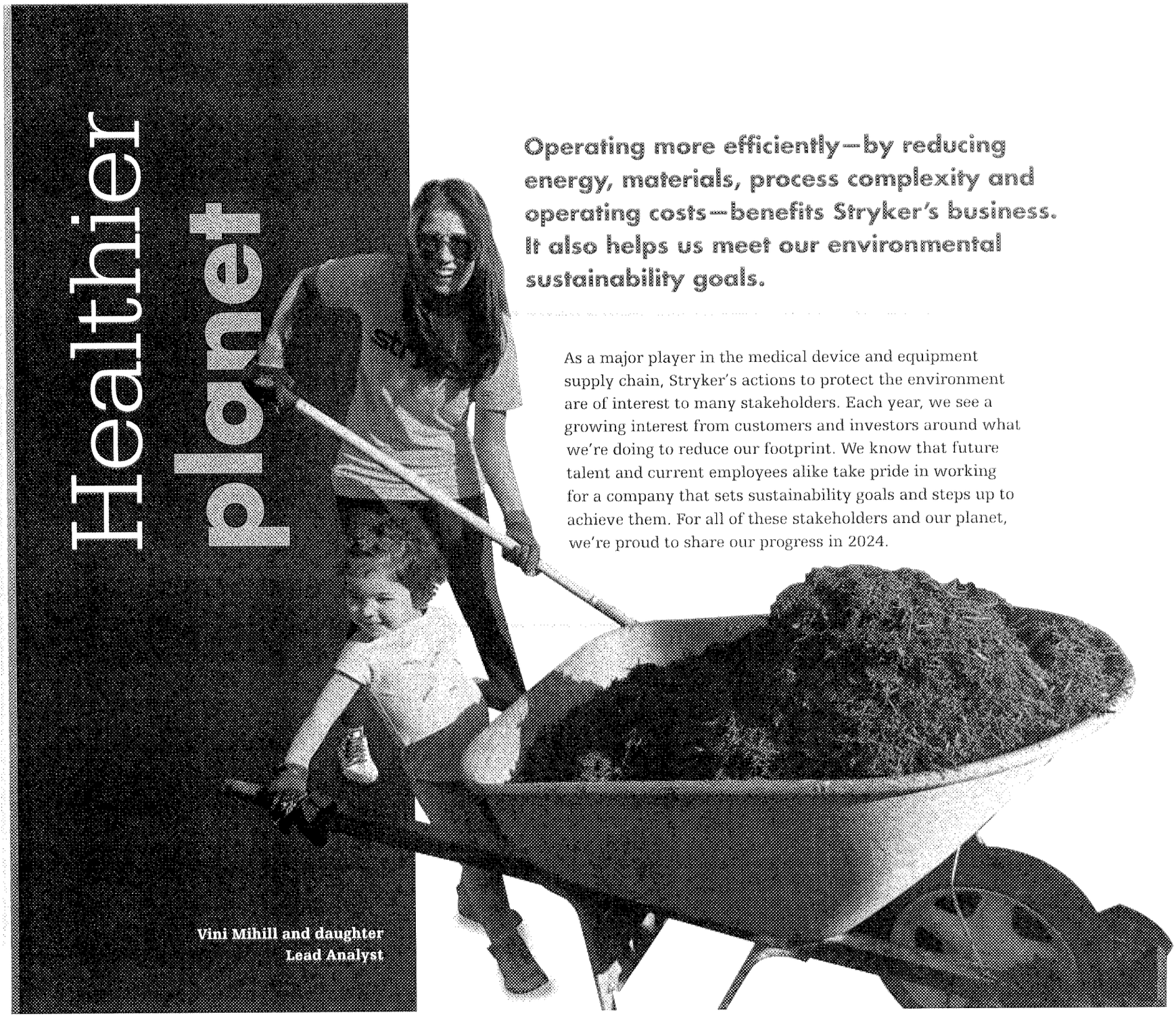


## Supporting relief efforts as a **Red Cross Annual Disaster Giving Program (ADGP) member**

Stryker's humanitarian relief strategy is rooted in the safety and wellbeing of our employees and communities, and we support those impacted by disaster through our partnership with the Red Cross. We are a member of the Red Cross ADGP, providing an annual donation that helps enable the Red Cross not only to respond immediately to disasters around the world, but also proactively prepare before a crisis strikes.

Through this partnership, our employees are able to get involved in their communities through organized blood drives, emergency preparedness training and other community initiatives. Additionally, employees amplify our giving by supporting humanitarian relief through Impact.

# Healthier planet



Vini Mihill and daughter
Lead Analyst

**Operating more efficiently—by reducing energy, materials, process complexity and operating costs—benefits Stryker's business. It also helps us meet our environmental sustainability goals.**

As a major player in the medical device and equipment supply chain, Stryker's actions to protect the environment are of interest to many stakeholders. Each year, we see a growing interest from customers and investors around what we're doing to reduce our footprint. We know that future talent and current employees alike take pride in working for a company that sets sustainability goals and steps up to achieve them. For all of these stakeholders and our planet, we're proud to share our progress in 2024.

# Operational carbon emissions

We remain committed to making progress on carbon emissions reduction, with the long-term goal for Stryker's facilities to be carbon neutral (Scope 1 and 2) by 2030. As of the end of 2023, we exceeded our interim 2024 goal for emissions reduction, due primarily to our strategic investments in energy efficiency and renewable energy.

Eight of our sites are International Organization for Standardization (ISO) certified and have undergone environmental assessments or certification procedures.

In 2024, Stryker strengthened our processes to drive completeness and accuracy of our reported data, and, for the first time, we solicited and received third-party limited assurance. Given regulatory requirements and investor requests with respect to transparency into our reporting processes and data, receiving limited assurance from an external auditor helps Stryker report on our progress with confidence in the accuracy of our claims.

For more information on our greenhouse gas emissions and energy consumption, please see our 2023 environmental performance data and assurance certificate in the Appendix.

## Progress toward our operational carbon emissions goals[14]

| Goal | Progress |
|---|---|
| Reduce Scope 1 and 2 carbon emissions by 20% by 2024 and become carbon neutral for Stryker's facilities by 2030 (compared to a 2019 baseline)[14] | 32% **emissions reduction of total Scope 1 and Scope 2 footprint as of the end of 2023** |
| Power all facilities with 100% renewable electricity by 2027 | 45% **used 45 percent renewable electricity to power facilities worldwide** |

## Installing renewable energy

In 2024, Stryker added new renewable procurement contracts at three sites and new onsite solar installations at our St. Leonards, Australia, and Venlo, Netherlands, sites. 2024 was the first year we had a full 12 months of production from the North American virtual power purchase agreement (VPPA) we signed with Orsted, which projects to cover roughly 70 percent[15] of electricity use at our facilities in North America. We expect this to greatly expand our renewable electricity usage in 2024. We are pursuing strategies to remain on track to meet our 2027 100 percent renewable goal.

# Operational carbon emissions
**(continued)**

## Stryker locations*

- Hydroelectric procurement
- Wind procurement
- Onsite solar
- Renewable procurement mix

**Australia**

- St. Leonards

**Mainland China**

- Changzhou
- Suzhou
- Changzhou

**France**

- Brest
- Cestas
- Grenoble
- Montbonnot
- Pusignan

**Germany**

- Freiburg
- Duisburg
- Freiburg
- Kiel
- Stetten
- Tuttlingen

**Mexico**

- Tijuana

**Netherlands**

- Venlo
- Venlo

**Switzerland**

- Selzach

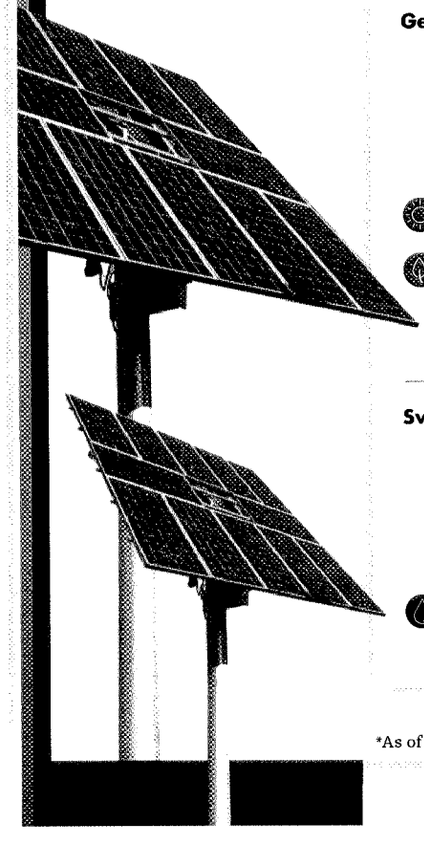
**United Kingdom**

- Newbury
- Belfast

**United States**

- Arlington, TN
- Flower Mound, TX
- Mahwah, NJ

*As of 12/31/24. Our 2024 carbon data will be verified in 2025.



## Improving energy efficiency

Stryker continues to identify and execute on more efficient approaches to electricity, heating, ventilation and air conditioning. Recent projects include:

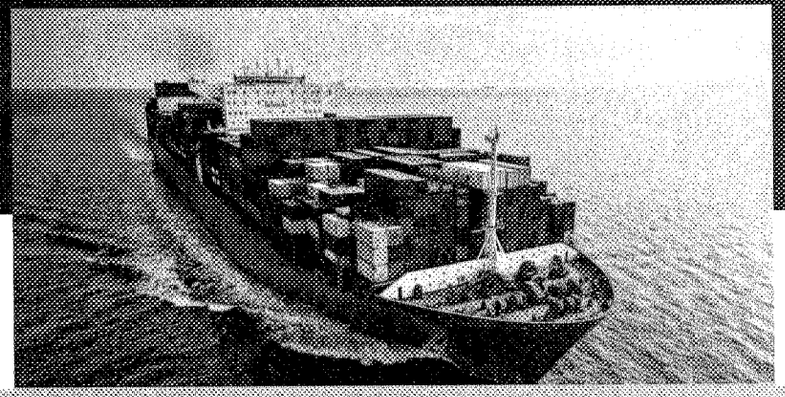
**Combined heat and power installation**
Arroyo, Puerto Rico
16,500 MWh of electricity will be saved annually

**Reuse steam energy in production process**
Cary, Illinois
1,490 MWh of electricity will be saved annually

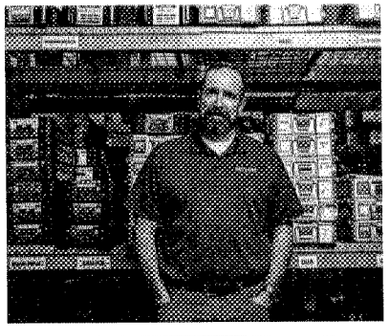
**Enhanced roof and building insulation**
Tuttlingen, Germany and Montbonnot, France
450 MWh of electricity will be saved annually

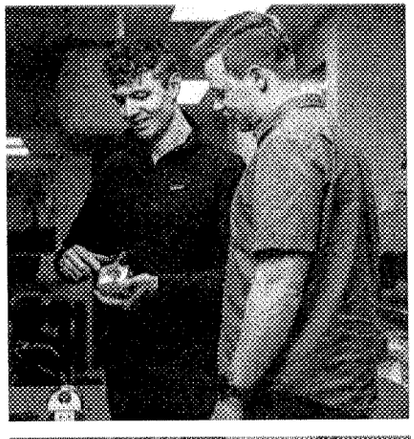
**LED lighting upgrades**
Phoenix, Arizona
122 MWh of electricity will be saved annually

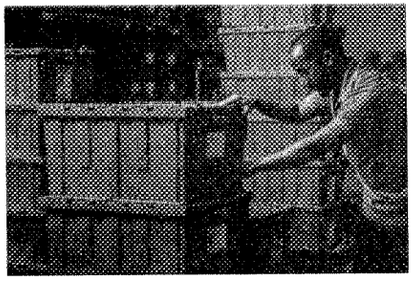
# Value chain carbon emissions



The majority of Stryker's carbon footprint is found in Scope 3 emissions, which includes our supply chain, transportation, logistics and product use, among other categories. In late 2023, Stryker signed a commitment letter to the Science Based Targets initiative (SBTi), signaling our intent to set a science-based target within two years. Throughout 2024, we focused on refining our Scope 3 data and we are assessing the viability of submitting an SBTi target in 2025. In 2024, we established a Value Chain Carbon Emissions Steering Committee to develop our Scope 3 strategy, focusing on data pre-assurance processes and controls, onboarding a new Scope 3 data platform and creating a supplier engagement roadmap.
We also teamed up with Kaiser Permanente and Vizient to launch the Collaborative for Healthcare Action to Reduce MedTech Emissions (CHARME) collaborative. Together with health systems, medical device and equipment suppliers, distributors, group purchasing organizations, and other key industry stakeholders, we'll explore a roadmap to reduce emissions through product innovation, product durability, reprocessed single-use devices and renewable energy.



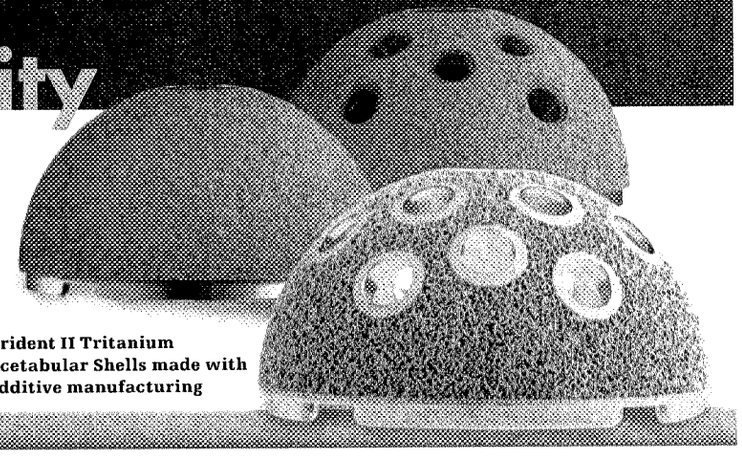




# Design for sustainability

As a supplier to health systems around the world, Stryker strives to incorporate sustainable design into our products and packaging, which helps our customers address their value chain impacts. In 2024, we refined our sustainable design framework to align with four priorities:

- Selecting materials and process
- Optimizing lifecycles
- Lightweighting
- Reducing disposal



**Trident II Tritanium Acetabular Shells made with additive manufacturing**

**The following examples highlight how we apply these priorities across our products.**

## Selecting materials and processes

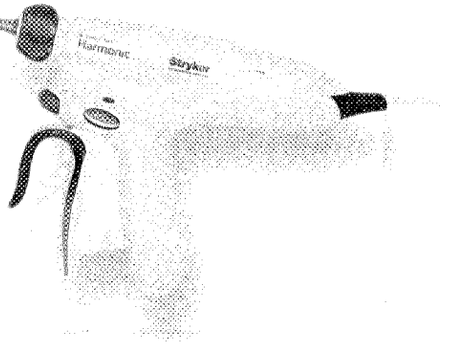
Advanced manufacturing processes allow us to use less energy and create less waste.[16] For example, additive manufacturing (AM), also known as 3D printing, uses computer-aided design software to create objects one layer at a time. We recently conducted a lifecycle assessment (LCA) comparing one version of our Trident II acetabular shell made with AM with another made by forging. The acetabular shell made with AM was shown to have a lower environmental impact due to reduced raw material and energy usage versus the similar forged product.[17]

Other state-of-the-art processes we're leveraging include Low Pressure Metal Injection Molding, a proprietary technique that streamlines the production of intricate metal components, reducing material usage and environmental impact compared to traditional foundry methods.[18] Our Knee Business uses this technique to manufacture the Triathlon Pro PS femoral component, for which it won Stryker's internal 2024 Design for Environmental Sustainability Award.

## Optimizing lifecycles

By making products modular, we make it easier for customers to replace only the components they need. We've also designed selected products for refurbishment and reuse. Stryker offers capital product take-back through various Certified Preowned (CPO) programs. Our Medical, Instruments and Endoscopy Divisions have established CPO programs that revitalize products and reintroduce them into the market. This approach minimizes waste to landfill and reduces the need for new production. In 2024, our Medical and Instruments Divisions' CPO programs diverted approximately 7,000 products, preventing around 940,000 pounds of waste from reaching landfills.

# Design for sustainability
**(continued)**



The primary focus of Stryker's Sustainability Solutions (SSS) Business is to extend the lifecycle of single-use medical devices through reprocessing. Devices can be reprocessed more than once—some reusable devices as many as 20 times.[19] LCAs underscore the environmental benefits of reprocessing. For example, a 2024 LCA of our reprocessed HARMONIC 1100 [HAR1136] Shears showed a 38 percent reduction in carbon footprint for devices that are reprocessed compared to those that are not.[20] In 2024, SSS helped customers divert more than 5 million pounds of waste from landfills through our reprocessing programs, saving 3,250 customers approximately $239 million.[21] In the same time period, we have helped more than 50 Integrated Delivery Networks save over $1 million annually in supply chain costs.[21]

One way we enhance product lifecycles and reduce waste across various Stryker products is through the repacking of items that have damaged cosmetic outer packaging for select markets. We have established a process that involves our distribution center in Venlo, Netherlands, as well as divisional QA and manufacturing sites, to perform reviews of these products. Where repacking is not feasible, the products are returned to manufacturing sites for appropriate rework or recycling. This approach has substantially reduced the necessity to scrap products or return them to suppliers, saving over 500,000 pounds of product from being discarded thereby reducing environmental costs.

## Lightweighting

By reducing product and packaging weight, we strive to decrease not only materials used, but also the impact associated with transportation. Our Craniomaxillofacial Business unit redesigned the packaging for its QuikFlap product to enhance sustainability. The packaging reduced paper use by 89 percent*, and the cardboard is Forest Stewardship Council certified and is made with 85 percent recycled material.

## Reducing disposal

In 2024, Stryker expanded its use of electronic instructions for use (eIFUs) and reduced the size of IFUs to minimize waste. Through Project GreenTree in our Instruments Division, we printed IFUs only in required regional languages, avoiding unnecessary printing and conserving resources.

At our Kiel site, we implemented a process to minimize product waste through repacking and resterilization. This initiative prevents products from being scrapped through expiration, significantly reducing waste and reducing disposal. By repackaging and resterilizing these products, we conserve valuable resources, provide high-quality products through smarter processes and support a more sustainable supply chain.

The lifespan of medical devices varies, with many designed for only a single use. As a result, hospitals send thousands of tons of medical materials to landfills each year. We look for opportunities to reduce this waste and promote circularity. While SSS prioritizes reprocessing of devices wherever possible, we also recycle some devices that can no longer be reprocessed. For example, our recycling initiatives for pulse oximeter sensors and electrocardiogram leads have sent over 365,000 pounds of these products to a third-party recycler in 2024.

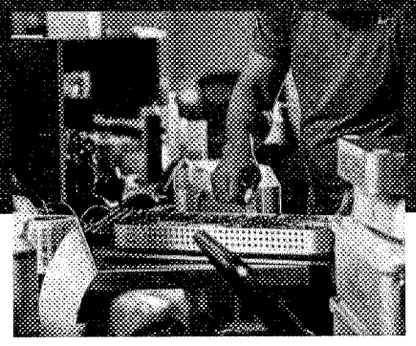
As a member of the Healthcare Plastics Recycling Council, Stryker is also co-leading a project to create a short list of procurement criteria to enhance healthcare plastics recycling.

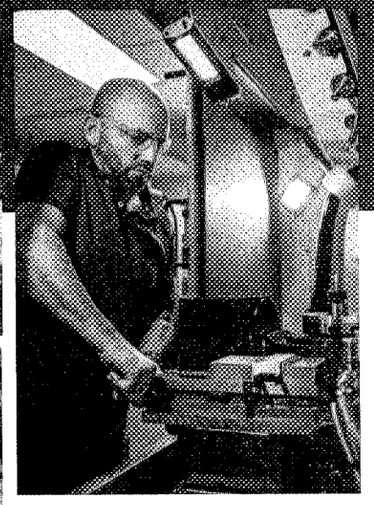
*compared to previous packaging

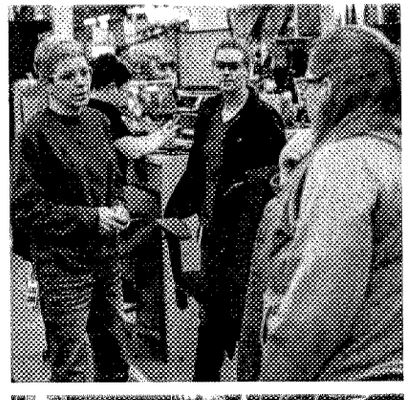
# Operational waste reduction

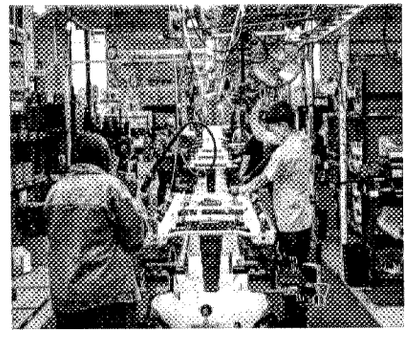
Stryker's waste management strategy is to decrease the amount of waste we generate through our operations and increase recycling and reuse where possible. At our six facilities in Ireland, we have achieved zero waste to landfill designation. Operations of SSS in Tijuana, Mexico, reduce the waste sent to landfill by converting production waste into energy though cement co-processing.

Reprocessing single-use medical devices involves extensive use of personal protective equipment (PPE) by employees at our reprocessing facilities. To address this operational waste, SSS has collaborated with a third-party partner to recycle PPE used by our manufacturing teams at the Phoenix, Arizona, facility.

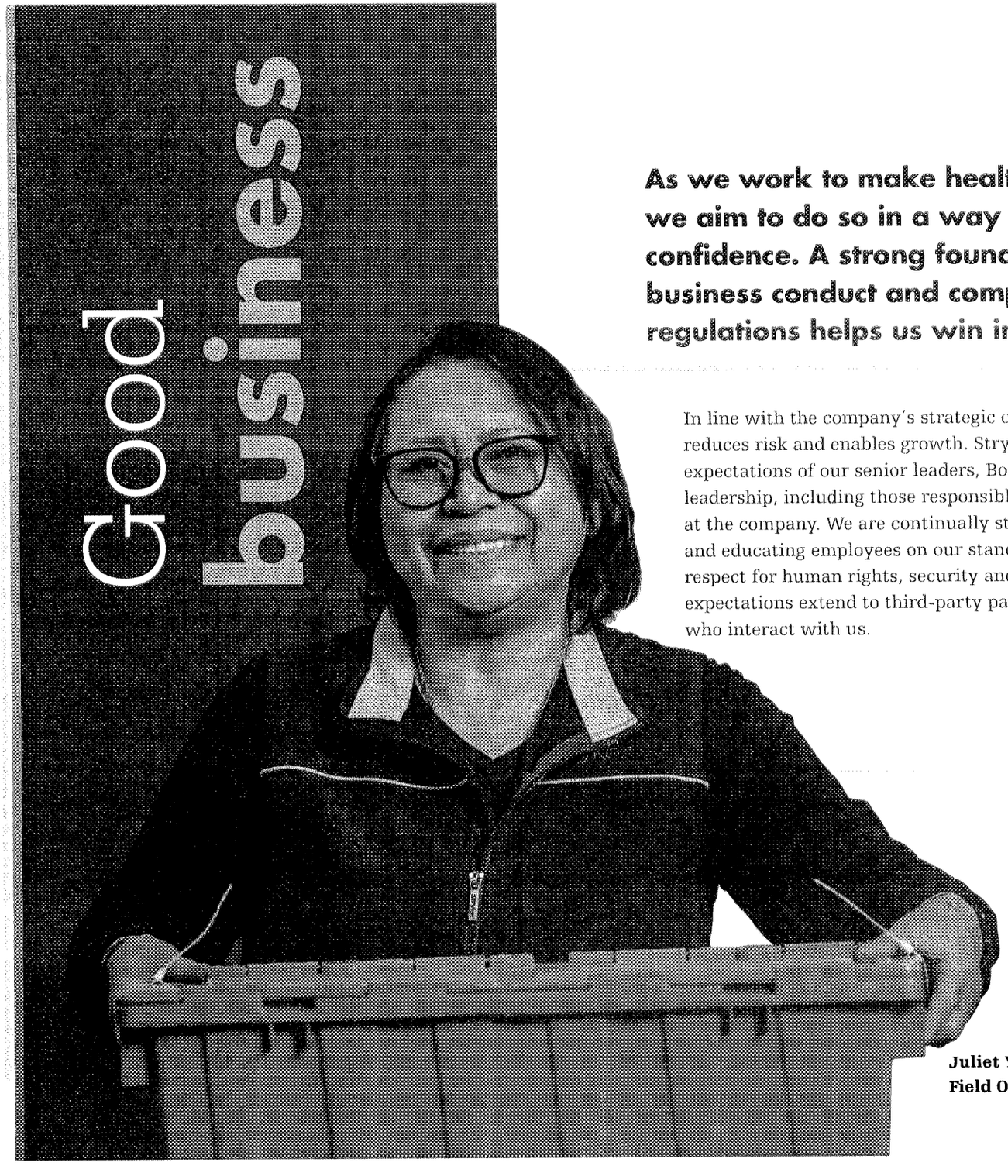








# Good business



**As we work to make healthcare better, we aim to do so in a way that instills confidence. A strong foundation of ethical business conduct and compliance with global regulations helps us win in the right ways.**

In line with the company's strategic objectives, good governance reduces risk and enables growth. Stryker maintains high expectations of our senior leaders, Board of Directors and other leadership, including those responsible for corporate responsibility at the company. We are continually strengthening our practices and educating employees on our standards for ethical behavior, respect for human rights, security and privacy principles. These expectations extend to third-party partners, suppliers and others who interact with us.

**Juliet Younger,**
**Field Operations Associate**

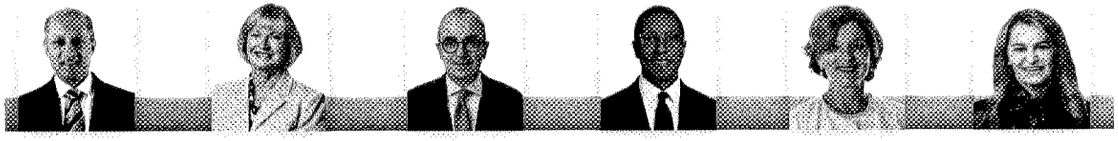
# Governance

In 2024, we updated our Corporate Governance Guidelines to limit the number of public company boards on which our directors may serve. Under the new guidelines, Stryker's Board members may sit on a maximum of four public company boards, except for sitting CEOs of a public company, who may serve on a maximum of three public company boards. We also periodically review the Board Committee Charters and make updates to all the committee charters to stay current with new regulations, market trends and investor expectations.

All of our directors, other than Stryker's CEO Kevin Lobo, are independent under the New York Stock Exchange listing standards. Rachel Ruggeri was elected to the Board at our 2024 annual meeting.

For more information about our governance practices, policies and responsibilities of Board committees, visit our Corporate governance webpage. Our latest Proxy Statement contains information about our shareholder proposal process, current directors' experience and information on director compensation.

## Board of Directors



**Kevin Lobo**
- Chair

**Mary Brainerd**
- Compensation and Human Capital Committee
- Governance and Nominating Committee

**Giovanni Caforio, M.D.**
- Compensation and Human Capital Committee
- Governance and Nominating Committee

**Allan Golston**
- Compensation and Human Capital Committee
- Governance and Nominating Committee

**Sherilyn (Sheri) McCoy**
- Lead Independent Director
- Compensation and Human Capital Committee
- Governance and Nominating Committee

**Rachel Ruggeri**
- Audit Committee

**Andrew (Andy) Silvernail**
- Audit Committee

**Lisa Skeete Tatum**
- Audit Committee

**Ronda Stryker**
- Governance and Nominating Committee

**Rajeev Suri**
- Audit Committee

**John Brown**
- Chairman Emeritus and Former Chair President and CEO

**Howard Cox Jr.**
- Director Emeritus

## Senior Leadership Team

**Kevin Lobo**
Chair and Chief Executive Officer

**Yin Becker**
Vice President, Chief Corporate Affairs Officer

**Glenn Boehnlein**
Vice President, Chief Financial Officer

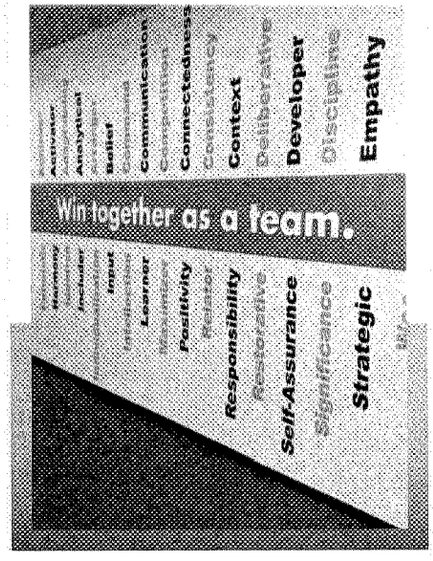
**Katy Fink**
Vice President, Chief Human Resources Officer

**Rob Fletcher**
Vice President, Chief Legal Officer

**Viju Menon**
Group President, Global Quality and Operations

**Andy Pierce**
Group President, MedSurg and Neurotechnology

**Spencer Stiles**
Group President, Orthopaedics and Spine




# With **appreciation**

We gratefully acknowledge the contributions of our retiring executives and Board member, whose guidance has been critical to our success.

**Jeanne Blondia**
Treasurer

**Srikant Datar**
Board of Directors

**Don Payerle**
President, Joint Replacement

**Brad Saar**
President, Medical

# Other Leadership members

## Other Officers

**Jason Beach**
Vice President, Finance and Investor Relations

**Bill Berry**
Vice President, Chief Accounting Officer

**Rob Cummings**
Vice President, Tax

**Alan Douville**
Vice President, Chief Information Officer and Chief Information Security Officer

**Tina French**
Vice President, Corporate Secretary

**Lindsay Gardner**
Vice President, Treasurer

**Dana McMahon**
Vice President, Chief Compliance Officer

**Jody Powell**
Vice President, Global Quality, Regulatory & Clinical

## Divisional Leadership

**Mike Carlin**
Customer Solutions

**Robert Cohen**
Digital, Robotics and Enabling Technologies

**Dylan Crotty**
Instruments

**Brent Ladd**
Endoscopy

**Tim Lanier**
Trauma & Extremities

**Jim Marucci**
Neurovascular

**Jessica Mathieson**
Medical

**Robbie Robinson, Jr.**
Spine

**Kathy Truppi**
Joint Replacement

## Regional Leadership

**Maurice Ben-Mayor**
South Pacific

**Erin Broeske**
East Asia

**John Collings**
Asia Pacific

**Sarah Jacklin**
Canada

**Satoshi Mizusawa**
Japan

**Joe Naoum**
EEMEA

**Pedro Ramazzotti**
Latin America

**Aman Rishi**
India

**Stuart Silk**
Europe, Middle East and Africa, Canada and Latin America

**Shaobin Zhang**
China

## Corporate responsibility governance

Stryker has a Corporate Responsibility (CR) Steering Committee which includes three executive officers who report to the CEO. The Committee meets monthly to drive CR strategy across the company, advocate for responsible, sustainable practices and oversee performance. The Committee also:

- Advises on strategy and initiatives for CR
- Provides accountability for CR-related budget and resources
- Guides company-level disclosures and business integration strategies
- Oversees development of future CR operating models
- Provides accountability for progress toward goals, including setting new goals

Members of the CR Steering Committee, along with other Leadership Team members, provide quarterly updates to the Governance and Nominating Committee, which oversees all CR matters at the Board level, as well as annual updates to the full Board of Directors.

Stryker's Human Resources (HR) function regularly briefs the Compensation and Human Capital Committee and the Board on diversity, equity and inclusion matters and performance. Our global Chief Information Officer/Chief Information Security Officer, a member of our Senior Management, provides quarterly updates to the Audit Committee and/or full Board of Directors on company policies, practices and performance with respect to cybersecurity risk assessment and risk management. Stryker's Board of Directors and the Board's Committees also oversee the Good Clinical Practice (GCP) program with quarterly updates from our Global Chief Compliance Officer.

Stryker includes select non-financial metrics in the compensation plans of Named Executive Officers (NEOs). The details of our NEOs' compensation plan for 2024 are available in our Proxy Statement.

### CR Steering Committee members

Mike Anderson
Europe, Middle East, Africa, Latin America and Asia Pacific

Jason Beach
Investor Relations

Paul Bean
MedSurg, Neurotechnology

Yin Becker
Corporate Affairs

Bill Berry
Finance

Eileen Buckley
Corporate Responsibility

Katy Fink
Human Resources

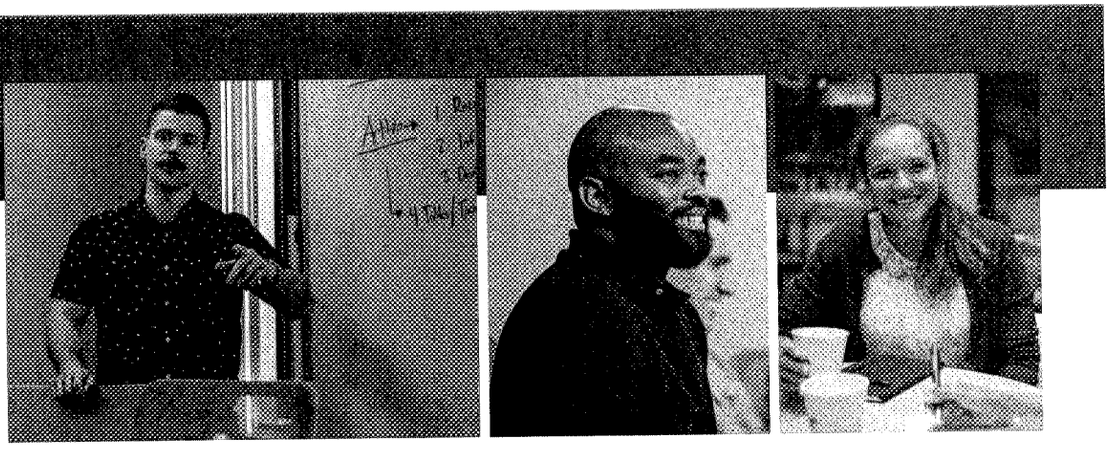
Colleen Flesher
Orthopaedics and Spine

Tina French
Corporate Secretary

Jamie Leary-Erickson
Global Real Estate

Viju Menon
Global Quality and Operations

Erol Odabasi
Corporate Sustainability



## Risk assessment

In 2024, Stryker significantly overhauled its annual enterprise-wide risk assessment process to include more data, more voices, participation from more functions and an enhanced focus on risk tolerance and guardrails. Previously, each function identified key risks independently. Our new process includes a survey of more than 300 leaders across the company to help us establish a more accurate and broad-ranging picture of the risks we face.

We use this process as a baseline for risk assessment discussions with business and function leaders, resulting, we believe, in a more quantitative process and more accurate outcomes. More than 30 identified risk owners participate in risk discussions monthly, quarterly or biannually, depending on risk impact and likelihood. These discussions help create an ongoing process of assessment and control instead of annual reassessment.

The Enterprise Risk Management (ERM) program has also deepened connectivity with other risk functions by using a model known as dynamic risk management. This model facilitates better connectivity on risk identification, assessment and control. For example, the enterprise risk assessment now forms the risk baseline for the strategy formulation process, enabling participants in that process to focus on risks to strategy in addition to risks to the businesses.

Our Board of Directors considers environmental, social and governance risks as part of the ERM process. For example, our ERM program includes consideration of risks associated with climate, emissions, waste and resource depletion. We also regularly assess climate-related risks associated with our operations, technology, current and emerging regulation, and reputation. ERM reports to the Governance and Nominating Committee, as well as the full Board of Directors annually.

Company leaders and local managers are responsible for these risks. During shareholder engagement sessions pertaining to CR matters, we typically receive questions about our product quality processes and supply chain practices, governance models, ethical marketing practices and carbon reduction commitments.

## Political engagement and advocacy

Stryker engages political leaders at the United States federal and state level, as well as globally, to advocate for policies that support our mission. In 2024, our United States federal lobbying expenses totaled $690,000. Stryker neither operates nor contributes to a political action committee, and we do not make political contributions at the United States federal or state level.

Stryker is a member of trade associations that engage in advocacy on behalf of their members. In 2024, we paid more than $1,600,000 in dues to U.S. trade associations that included:

- AdvaMed—$1,283,009 (14 percent)[22]
- Healthcare Leadership Council—$200,000 (25 percent)
- Medical Device Manufacturers Association—$135,244 (30 percent)

# Business ethics and integrity

Stryker's GCP program focuses on our core values and aims to promote ethical behavior in all business transactions. The program's key components of prevention, detection and response are guided by applicable laws, regulations and industry standards.

## Focusing on priority risks and business growth

The compliance risk assessment is a process designed to proactively identify, prioritize and manage compliance risks in collaboration with business and other stakeholders. It enables Stryker's business leaders to make risk-informed decisions, drive sustainable growth and allocate resources effectively by standardizing and consistently applying a global approach to monitor risk trends and evaluate the effectiveness of risk mitigation efforts. Continued areas of focus include interactions with healthcare professionals, management of indirect channels and business development through acquisitions.

Stryker sells products directly and through third parties, including independent commission agents, distributors, dealers and resellers, which we refer to as indirect channels (ICs). Our IC Management Team provides global oversight, alignment and consistency in managing ICs across geographies. We share periodic newsletters with ICs to provide updates, increase understanding of bribery and corruption risk and focus on appropriate healthcare professional interactions. Newsletters also direct our ICs to the IC Resource Center, where tools, trainings and templates are available for them to enhance ethical decision-making and build their own compliance programs. Stryker has adopted the AdvaMed Code of Ethics and similar regional and local industry association codes to guide our internal sales force and ICs regarding ethical interactions with healthcare professionals.

**Read more about Stryker's ethical business practices, including ethical marketing, appropriate promotion and our prohibition on making, offering, accepting or requesting improper payments.**

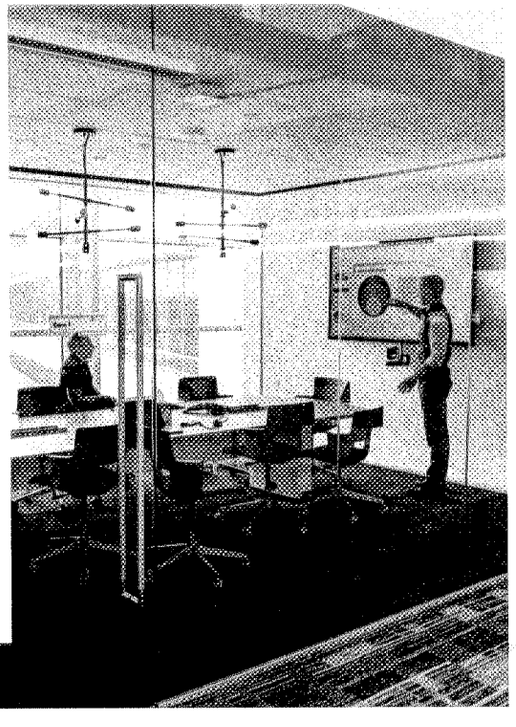
**Code of Conduct**

**Corporate Policy 5: On-Label Product Promotion**

**Corporate Policy 12: Improper Payments**

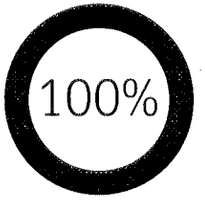
# Business ethics and integrity
**(continued)**

When evaluating potential acquisitions, Stryker conducts a thorough review of each organization's compliance environment. Stryker's dedicated Mergers & Acquisitions (M&A) Team, along with local compliance officers and external advisors, identify business practices that may not align with our standards and develop an integration plan that will be implemented as part of the transaction. The GCP Team onboards acquired companies into Stryker's GCP program through education on policies and processes, and implementation of Stryker's compliance systems/controls.

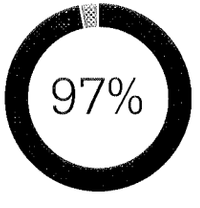


## Code of Conduct

Stryker's Code of Conduct (Code), available in 21 languages, empowers employees to conduct business in line with our values. Throughout the year, we raise awareness of the Code through employee training and focus on integrating key messages of the Code in targeted communication campaigns.




**of employees completed Code of Conduct training**




**of people managers completed a new course, Fostering a Culture of Integrity in 2024**

Employees and third parties can report ethical concerns or allegations of noncompliance with our Code and Stryker's policies and standards to their manager, Compliance, Legal, HR or Stryker's Ethics Hotline. The Ethics Hotline is accessible via the web, telephone and text messaging, and allows individuals to report their concerns confidentially and anonymously, if desired. Responsibility for the hotline lies with Stryker's Ethics Hotline Committee, which receives regular reports on key trends and critical issues. In 2024, more than 1,700 matters were raised and tracked through the Hotline.

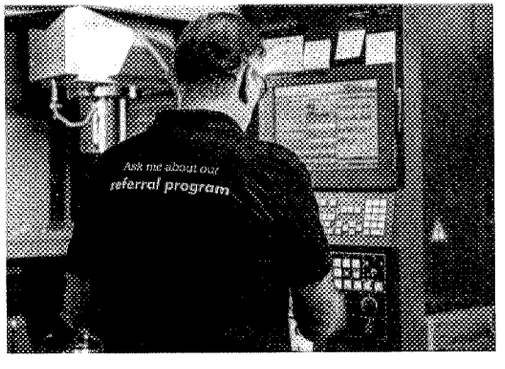
As part of our effort to build a culture of integrity, our global Conflicts of Interest program sets clear expectations for employees about identifying, avoiding, disclosing and managing conflicts. The program includes online learning modules for managers and employees, as well as materials to enhance transparency and guide employees in navigating potential conflict situations effectively.

## Maintaining our culture of integrity

Our Code emphasizes the importance of managers creating a "speak up" culture and leading by example. Our global Speak Up Policy encourages employees to report concerns and reinforces our commitment to no retaliation against employees who raise concerns in good faith. In 2024, we updated the Speak Up Policy to address new laws and regulations in certain European countries in response to the EU Whistleblowing Directive.

We also organized a global Integrity Matters Week in 2024, during which we aimed to increase awareness about Stryker's Speak Up Policy, with a particular focus on nonretaliation. Through interactive workshops for people managers and role-playing exercises, managers improved their listening skills and learned about the investigation process and how to avoid or identify retaliation.

Throughout the year, we issued Integrity Matters newsletters that included updates about our prioritized risk areas, including real-world examples and spotlights on employees who showcased integrity, like speaking up and raising concerns. The newsletters, available in multiple languages, also focused on business-related issues for different parts of the company. New in 2024, we introduced guidance for people managers to reinforce the messages shared in these newsletters.



# Information security and data privacy

Stryker's cybersecurity program is designed to defend the company and our customers against cybercrime activity around the globe. Our CyberSecurity, Cyber Risk and IT Compliance Team strives to keep Stryker's data and assets secure while responding quickly to cyber threats and mitigating risks. Our Security Operations Centers and Cyber Fusion Center monitors and detects threat activity 24/7 by gathering, analyzing and acting on intelligence. In 2024, we opened a new Security Operations Center in Warsaw, Poland, to enhance our security coverage.

All of Stryker's employees with network access undergo mandatory security education several times a year, including regular cybersecurity awareness training and role-specific security and data protection training. In addition, we provide monthly content for all employees on cybersecurity topics through newsletters, trainings, in-person sessions, digital signage, our employee social platform, an annual Cybersecurity Awareness Month and local roadshows. Visit our website to learn more about Stryker's cybersecurity practices.

## Privacy

Privacy is a fundamental aspect of our company's data use and innovation. Our Chief Legal Counsel, Privacy and Technology oversees the Global Privacy organization and program, and leads organizational compliance with laws, regulations and standards. We hold ourselves accountable through comprehensive and role-based training for our workforce and integrating privacy into data processes and product development. Our practices and standards extend to our third-party partners.

**Read more about Stryker's measures to protect third-party data from unauthorized access or disclosure and our policies on record retention.**

**Code of Conduct**

**Corporate Policy 7: Global Information and Systems Security**

**Corporate Policy 11: Global Privacy and Data Protection**

## Managing artificial intelligence risk

The dynamic landscape of AI and machine learning (ML) technology holds immense promise for revolutionizing healthcare and enabling personalized diagnoses and treatments with unprecedented speed and precision. Stryker is an active participant in this transformative journey, evaluating the potential use of AI, ML and deep learning across our development portfolio and internal operations. In 2024, we established an AI Governance Committee dedicated to managing risks and addressing ethical considerations in Stryker's burgeoning AI initiatives. This committee oversees both internal and external AI development and usage, with a goal of our new products meeting the highest standards of safety, effectiveness and security.

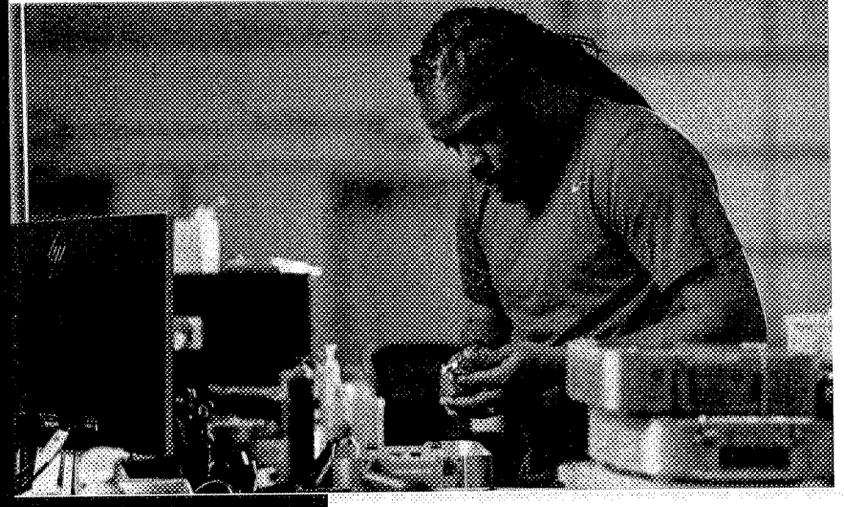
# Human rights

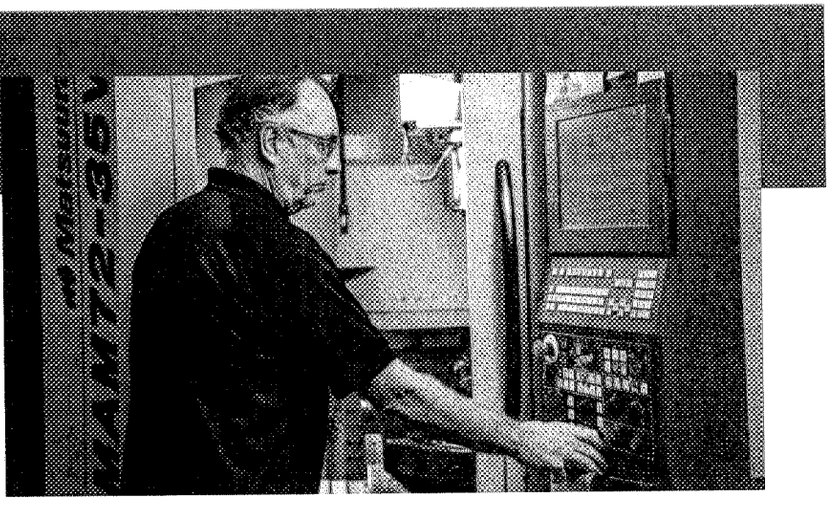
The following practices, captured in our Code and Supplier Code of Conduct, guide how we do business with respect for human rights:

- No forced labor, involuntary labor or human trafficking
- No child labor and fair treatment of young workers
- Fair labor practices
- Nondiscrimination and anti-harassment
- Safe working environment

We are also guided by global human rights principles, including:

- International Labour Organization Declaration on Fundamental Principles and Rights at Work
- Organization for Economic Cooperation and Development (OECD) Guidelines for Responsible Business Conduct
- United Nations Guiding Principles on Business and Human Rights
- Universal Declaration on Human Rights





Our Human Rights Council is the highest body responsible for human rights governance and due diligence at Stryker. The Council's members provide input and counsel on human rights strategy and initiatives, embedding and advocating for human rights principles in their respective functions and tracking implementation and results. Our group president of Global Quality and Operations (GQO) serves as executive sponsor. The Council reports directly to Stryker's CR Steering Committee and provides regular updates on human rights topics.

We require that Stryker's employees who most frequently visit or interact with suppliers complete annual training on the prevention of forced labor and human trafficking in our supply chain. In 2024, 100 percent of these employees completed training. We also encourage employees to report any human rights concerns to their manager, Legal, Compliance or HR, or by using our Ethics Hotline.

Stryker expects third parties, including indirect channels, suppliers, vendors and contractors, to share our commitment to human rights. We engage with suppliers on this topic in accordance with the OECD Due Diligence Guidance for Responsible Business Conduct. Additionally, human rights topics are addressed in performance assessments in which we engage suppliers to measure progress on responsible, sustainable practices.

# Upstream supply chain management

Stryker requires any supplier doing business with us to adhere to our Supplier Code of Conduct through our supplier contracts and purchase order terms and conditions. The Supplier Code communicates our expectations for suppliers in key areas, including:

- General business and ethics
- Human rights
- Labor and employment
- Health, safety and environment
- Intellectual property and data

Our Direct Procurement Team completes annual training focused on understanding the covered topics and assisting suppliers in meeting their obligations under the Supplier Code. In 2024, 100 percent of these employees completed this training.

## Supplier engagement and risk management

We regularly engage with direct suppliers through our procurement operations and a structured supplier management framework to ensure they understand and meet our expectations. To assess supplier performance and foster an open dialogue, we use a balanced scorecard and conduct supplier business reviews with targeted suppliers based on their specific relationship with us. The criteria used in the balanced scorecard and supplier business reviews include responsiveness, delivery, quality, technology, general business (including social and environmental practices and risk topics) and cost. We also continuously monitor risk indicators that inform our risk mitigation activities and sourcing decisions.

Specific to human rights, environment and ethics, we assess our direct suppliers through recognized third-party platforms leveraging a risk-based approach. Once a supplier has completed an assessment, we review the results and provide feedback as necessary. When we identify areas for improvement, we direct suppliers to relevant development resources available through these platforms and align with them on their improvement efforts.

### Supplier engagement target

**Engage 85% of our direct suppliers (by spend) on environmental, human rights and ethical performance by 2027.[23]**

- To date, we've assessed suppliers covering 70% of our 2024 direct spend, keeping us on track to meet our 2027 target.

## Supplier quality management

In order to drive product quality and compliance with regulations and standards, such as International Organization for Standardization (ISO) 13485, we implement robust processes to manage our suppliers. Our approval process includes classifying suppliers by category and risk on our quality-controlled approved supplier list. We evaluate and onboard suppliers to assess their ability to meet quality requirements. This may include execution of audits, quality agreements and other deliverables, commensurate with risk.

Changes to products or processes that may impact quality as per our supplier agreements, are required to undergo a rigorous review and approval process by Stryker's Quality Team. Suppliers who propose a quality-impacting change to products must follow a formal risk-based change approval process to ensure that products continue to meet Stryker's and customer's expectations.

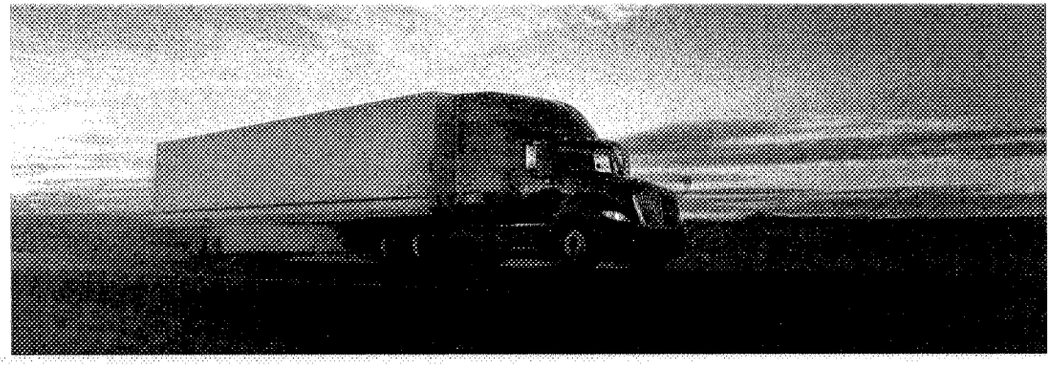
Ways we engage with our suppliers to improve quality performance include:

- Monitoring key performance indicators, including those related to supplier defects per million, product nonconformances, corrective and preventive actions, nonconformances not in Stryker's control and product field actions
- Partnering with suppliers to implement quality improvement projects
- Executing product and process audits
- Conducting Supplier Quality Onboarding Days, which give suppliers resources to understand our quality requirements and expectations
- Holding Supplier Quality Symposiums, both in person and virtually, where suppliers can learn about Stryker's quality programs and best practices
- Providing supplier trainings focused on topics such as line clearance, labeling, human error and risk management
- Sharing our Supplier Quality Guidebook

In 2024, we focused on even greater standardization and leaning out of our supplier quality management processes, enabling us to improve upon our quality and service targets for customers.

## Our conflict minerals reporting

We support the responsible procurement of tin, tantalum, tungsten and gold, commonly referred to as conflict minerals, including those that originate from the Democratic Republic of the Congo and adjoining countries. We maintain a Conflict Minerals Policy and provide updates on our efforts in a Conflict Minerals Report, filed annually with the Securities and Exchange Commission in accordance with the U.S. Dodd-Frank Act. Additionally, we are members of the Responsible Minerals Initiative, which provides companies with tools and resources supporting responsible procurement from conflict-affected and high-risk areas.



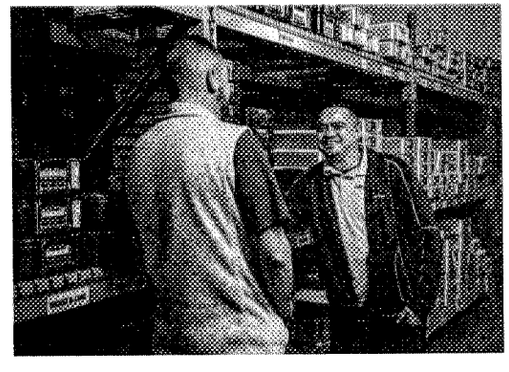
## Supplier diversity

We drive positive company and community outcomes by engaging a diverse supply chain to support innovation, resiliency and growth. Stryker's Supplier Diversity Council, consisting of senior functional leaders from across the company, meets quarterly to oversee the implementation of our strategy. The work of the Council centers on:

- Building awareness
- Identifying and growing our business with our current qualified diverse suppliers
- Identifying new capable diverse suppliers with potential to support future opportunities
- Engaging our supply base to expand positive supplier diversity outcomes

We engaged externally on supplier diversity topics in 2024 by participating in:

- National Minority Supplier Development Council Annual Conference and Exchange
- Women's Business Enterprise National Council National Conference
- Michigan Diversity Connections events



### 2024 North America spend[24]

>$320M with diverse-owned businesses

>$505M with small business

**Learn more about supplier diversity at Stryker on our website.**

# Appendix

# About this report

Stryker's 2024 Comprehensive Report provides an integrated picture of our financial and corporate responsibility (CR) performance. Further reporting on other matters specific to financial performance can be found in our filings with the U.S. Securities and Exchange Commission (SEC), including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Further reporting on other matters specific to our CR performance can be found on our Corporate Responsibility reports and resources webpage.

This material references the Global Reporting Initiative (GRI) Universal Standards. We also include information sought by the Sustainability Accounting Standards Board (SASB) Index, and the Task Force on Climate-related Financial Disclosure (TCFD). Our GRI, SASB and TCFD content indexes are available on our Corporate Responsibility reports and resources webpage.

The process to collect and review the data in this report involves a team of Stryker's leaders and subject matter experts, including data analysts, and seeks to preserve data integrity and accuracy.

We welcome your questions and feedback on this report at CR@stryker.com.

# References

The inclusion of information in this report should not be construed as a characterization regarding the materiality or financial impact of that information. For additional information regarding Stryker Corporation, please see our current and periodic reports filed with the SEC, including our Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q.

## 2024 in review

1. Adjusted net earnings and adjusted net earnings per diluted share are non-GAAP financial measures. Refer to page 58 for a reconciliation to the most directly comparable GAAP financial measures, net earnings and net earnings per diluted share.
2. Our priority topics are identified through a prioritization assessment involving review of frameworks and regulations, engagement with key internal and external stakeholders and peer benchmarking. We continue to monitor frameworks and regulations and evolve our approach by considering concepts introduced by such frameworks and regulations and adapting our reporting approach as needed. Topics may be added or removed from this list accordingly.

## Better healthcare

3. Stryker's internal data on file
4. Kayani B, Konan S, Tahmassebi J, Rowan F, Haddad F. An assessment of early functional rehabilitation and hospital discharge in conventional versus robotic-arm assisted unicompartmental knee arthroplasty: A PROSPECTIVE COHORT STUDY. *Bone Joint J.* 2019;101-B:24-33.
5. Kayani B, Konan S, Tahmassebi J, Pietrzak J, Haddad F. Robotic-arm assisted total knee arthroplasty is associated with improved early functional recovery and reduced time to hospital discharge compared with conventional jig-based total knee arthroplasty: A PROSPECTIVE COHORT STUDY. *Bone and Joint Journal.* 2018;100-B:930-7.
6. Shibanuma N, Ishida K, Matsumoto T, et al. Early postoperative clinical recovery of robotic arm-assisted vs. image-based navigated total hip arthroplasty. *BMC Musculoskelet Disord.* 2021;22(1):314.
7. *Number of ASCs per State.* Ambulatory Surgery Center Association (ASCA). https://www.ascassociation.org/asca/medicare/asc-map/ascs-per-state
8. Hula, N., Wiles, E. *4 considerations for creating successful ASC strategies.* Advisory Board. https://www.advisory.com/topics/ambulatory-care/2024/05/successful-asc-strategies
9. Nam D, Bhowmik-Stoker M, Mahoney OM, Dunbar MJ, Barrack RL. Mid-term performance of the first mass-produced three-dimensional printed cementless tibia in the United States as reported in the American Joint Replacement Registry. *J Arthroplasty.* 2023 Jan;38(1):85-89.
10. Sharpe, K, Robinson, K, Cohen, R, Barnett TM, Rastogi, A, Masini, M. Does implant fixation affect early return to function following primary total knee arthroplasty. *ISTA.* 2018. London, UK.
11. Hannon CP, Salih R, Barrack RL, Nunley RM. Cementless versus cemented total knee arthroplasty: Concise midterm results of a prospective randomized controlled trial. *JBJS.* 2023 Jun 22:10-2106.
12. Nam, D, et al. Cemented versus cementless total knee arthroplasty of the same modern design: A prospective, randomized trial. *The Journal of Bone and Joint Surgery.* 101(13):1185-1192, July 3, 2019. doi: 10.2106/JBJS.18.01162.
13. Lawrie CM, Schwabe M, Pierce A, Nunley RM, Barrack RL. The cost of implanting a cemented versus cementless total knee arthroplasty. *Bone Joint J.* 2019 Jul;101-B(7_Supple_C):61-63. doi: 10.1302/0301-620X.101B7.BJJ-2018-1470.R1. PMID: 31256655.

# References
**(continued)**

## Healthier planet

14. Our 2022 Scope 1 and 2 carbon emissions received external verification using the ISO 14064-3:2019 standard. To meet future assurance standards requirements, we initiated external data assurance for 2023 data using the International Standard on Assurance Engagements (ISAE) 3000 standard; this is now complete, please see page 55. As our methodologies evolve, this may result in updates to our future emissions reporting.
15. Based on 2022 demand. Our 2024 carbon data will be verified in Q2 2025.
16. LCA of Two Joint Replacement Manufacturing Processes. Accessed February 3, 2025.
17. Comparative LCA of Trident II Acetabular hip cup production using additive and subtractive manufacturing. Accessed January 5, 2024.
18. Internal Material usage and tact time report, 2024.
19. https://manuals.eifu.abbott/en/detail-screen.html—Abbott Ensite X Catheter Connector Cables IFU
20. Data on file, 2024 according to ISO 14067 compliant CFP study "Comparative Carbon Footprint of Single Use Medical Devices," dated May 26, 2023
21. Data on file

## Good business

22. Percentage of dues paid to each trade association that is attributable to advocacy.
23. Goal language has been updated to provide additional specifics on our assessment.
24. Reporting period is Q4 2023 to Q3 2024.

# 2023 environmental performance

## Scope 1 and 2 GHG emissions by year

| Greenhouse gas (GHG) emissions (MT CO2e) | 2023 | 2022 | 2021 | 2019* |
|---|---|---|---|---|
| Scope 1 GHG emissions (natural gas and diesel) | 25,673 | 26,705 | 24,113 | 27,076 |
| Scope 1 fleet | 26,386 | 26,225 | 24,993 | 23,221 |
| Scope 1 refrigerants | 2,795 | 4,453 | 4,082 | 3,553 |
| Scope 2 market-based (MB) emissions | 81,619 | 117,059 | 120,269 | 146,705 |
| Total GHG emissions (Scope 1 + Scope 2 MB) | 136,473 | 174,442 | 173,457 | 200,555 |
| Percentage change in GHG emissions compared to 2019 baseline | -32% | -13% | -14% | — |
| Percentage change in GHG intensity compared to 2019 baseline (MT CO2e/million USD) | -51% | -30% | -25% | — |

| Greenhouse gas (GHG) Scope 1 emissions by region (MT CO2e) | 2023 | 2022 | 2021 | 2019 |
|---|---|---|---|---|
| North America (NAM) | 35,097 | 30,620 | 26,630 | 29,037 |
| Europe, Middle East and Africa (EMEA) | 15,098 | 20,599 | 20,639 | 19,269 |
| Asia Pacific (APAC) | 3,830 | 4,571 | 4,399 | 4,126 |
| Latin America (LATAM) | 829 | 1,592 | 1,520 | 1,414 |

| Greenhouse gas (GHG) Scope 2 emissions (MB) by region (MT CO2e) | 2023 | 2022 | 2021 | 2019 |
|---|---|---|---|---|
| NAM | 49,703 | 88,850 | 88,804 | 89,243 |
| EMEA | 12,014 | 8,058 | 10,045 | 32,146 |
| APAC | 16,286 | 19,793 | 21,064 | 24,966 |
| LATAM | 3,616 | 357 | 357 | 350 |

* Baseline year

# 2023 environmental performance
(continued)

| Greenhouse gas (GHG) Scope 1 (Excluding Fleet) emissions by facility (MT CO2e) | 2023 | 2022 | 2021 | 2019 |
|---|---|---|---|---|
| Manufacturing Global Quality and Operations (GQO) | 21,448 | 24,139 | 22,087 | 24,866 |
| Office/warehouse (non-GQO) | 7,020 | 7,020 | 6,108 | 5,763 |

| Greenhouse gas (GHG) Scope 2 emissions (MB) by facility (MT CO2e) | 2023 | 2022 | 2021 | 2019 |
|---|---|---|---|---|
| Manufacturing (GQO) | 49,970 | 80,264 | 83,175 | 102,632 |
| Office/warehouse (non-GQO) | 31,649 | 36,795 | 37,094 | 44,072 |

| Assured data | 2023 |
|---|---|
| Total Scope 1 GHG emissions | 54,854 MT CO2e |
| Total Scope 2 GHG emissions (location-based) | 142,378 MT CO2e |
| Total Scope 2 GHG emissions (market-based) | 81,619 MT CO2e |
| Total Scope 1 and 2 GHG emissions (market-based) | 136,473 MT CO2e |
| Total renewable energy | 45% |

ERMCVS

# Independent Limited Assurance Report

ERM Certification & Verification Services Incorporated) ("ERM CVS") was engaged by Stryker Corporation ("Stryker") to provide limited assurance in relation to the Selected Information set out below and presented in the Stryker 2024 Comprehensive Report (the "Report").

## ENGAGEMENT SUMMARY

**Scope of our assurance engagement**

Whether the following Selected Information for 2023, as indicated on Page 54 are fairly presented in the Report, in all material respects, in accordance with the reporting criteria.

Our assurance engagement does not extend to information in respect of earlier periods or to any other information included in the Report.

**Selected Information**

- Total Scope 1 GHG emissions (metric tonnes $CO_2e$)
- Total Scope 2 GHG emissions (location-based) (metric tonnes $CO_2e$)
- Total Scope 2 GHG emissions (market-based) (metric tonnes $CO_2e$)
- Total Scope 1 and 2 GHG emissions (market-based) (metric tonnes $CO_2e$)
- Total Renewable Energy (%)

**Reporting period**

1 January 2023 – 31 December 2023

**Reporting criteria**

- Stryker's Basis of Reporting (available at: https://www.stryker.com/us/en/about/corporate-responsibility/cr-hub.html)
- The GHG Protocol Corporate Accounting and Reporting Standard (WBCSD/WRI Revised Edition 2015) for Scope 1 and 2 GHG emissions
- GHG Protocol Scope 2 Guidance (An amendment to the GHG Protocol Corporate Standard (WRI 2015) for Scope 2 GHG emissions

**Assurance standard and level of assurance**

We performed a limited assurance engagement, in accordance with the International Standard on Assurance Engagements ISAE 3000 (Revised) 'Assurance Engagements other than Audits or Reviews of Historical Financial Information' issued by the International Auditing and Assurance Standards Board.

The procedures performed in a limited assurance engagement vary in nature and timing from and are less in extent than for a reasonable assurance engagement and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

**Respective responsibilities**

Stryker is responsible for preparing the Report and for the collection and presentation of the information within it, and for the designing, implementing and maintaining of internal controls relevant to the preparation and presentation of the Report.

ERM CVS' responsibility is to provide a conclusion to Stryker on the agreed assurance scope based on our engagement terms with Stryker, the assurance activities performed and exercising our professional judgement.

## OUR CONCLUSION

Based on our activities, as described overleaf, nothing has come to our attention to indicate that the Selected Information for 2023 is not fairly presented in the Report, in all material respects, in accordance with the reporting criteria.

## OUR ASSURANCE ACTIVITIES

Considering the level of assurance and our assessment of the risk of material misstatement of the Selected Information a multi-disciplinary team of sustainability and assurance specialists performed a range of procedures that included, but was not restricted to, the following:

- Evaluating the appropriateness of the reporting criteria for the Selected Information;
- Interviewing management representatives responsible for managing the Selected Information;
- Interviewing relevant staff to understand and evaluate the management systems and processes (including internal review and control processes) used for collecting and reporting the Selected Information;
- Reviewing of a sample of qualitative and quantitative evidence supporting the Selected Information at a corporate level;
- Performing an analytical review of the year-end data submitted by all locations included in the consolidated 2023 group data for the Selected Information which included testing the completeness and mathematical accuracy of conversions and calculations, and consolidation in line with the stated reporting boundary;
- Conducting visits to Portage, MI (USA), Mahwah, NJ (USA), Limerick (Ireland) and Kayseri (Turkey) production sites to review source data and local reporting systems and controls;
- Evaluating the conversion and emission factors and assumptions used; and
- Reviewing the presentation of information relevant to the assurance scope in the Report to ensure consistency with our findings.

ERMCVS

March 10, 2025
Malvern, PA

ERM Certification & Verification Services Incorporated
www.ermcvs.com | post@ermcvs.com

## THE LIMITATIONS OF OUR ENGAGEMENT

The reliability of the Selected Information is subject to inherent uncertainties, given the available methods for determining, calculating or estimating the underlying information. It is important to understand our assurance conclusions in this context.

## OUR INDEPENDENCE, INTEGRITY AND QUALITY CONTROL

ERM CVS is an independent certification and verification body accredited by UKAS to ISO 17021:2015. Accordingly, we maintain a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements. Our quality management system is at least as demanding as the relevant sections of ISQM-1 and ISQM-2 (2022).

ERM CVS applies a Code of Conduct and related policies to ensure that its employees maintain integrity, objectivity, professional competence and high ethical standards in their work. Our processes are designed and implemented to ensure that the work we undertake is objective, impartial and free from bias and conflict of interest. Our certified management system covers independence and ethical requirements that are at least as demanding as the relevant sections of the IESBA Code relating to assurance engagements.

ERM CVS has extensive experience in conducting assurance on environmental, social, ethical and health and safety information, systems and processes, and provides no consultancy related services to Stryker in any respect.

# Forward-looking statements

This Report contains information that includes or is based on forward-looking statements within the meaning of the federal securities law that are subject to various risks and uncertainties that could cause our actual results to differ materially from those expressed or implied in such statements. Such risks and uncertainties include, but are not limited to: weakening of economic conditions, or the anticipation thereof, that could adversely affect the level of demand for our or Inari Medical, Inc.'s ("Inari") products; geopolitical risks, including from international conflicts, which could, among other things, lead to increased market volatility; pricing pressures generally, including cost-containment measures that have adversely affected and could in the future adversely affect the price of or demand for our or Inari's products; changes in foreign currency exchange markets; legislative and regulatory actions; unanticipated issues arising in connection with clinical studies and otherwise that affect approval of new products, including Inari products, by the United States Food and Drug Administration and foreign regulatory agencies; inflationary pressures; increased interest rates or interest rate volatility; supply chain disruptions; changes in labor markets; changes in coverage and reimbursement levels from third-party payors; changes in the competitive environment; breaches, failures or other disruptions of our or our vendors' or customers' information technology systems or products, including by cyber attack, data leakage, unauthorized access or theft; a significant increase in product liability claims; the ultimate total cost with respect to recall-related and other regulatory and quality matters; the impact of investigative and legal proceedings and compliance risks; resolution of tax audits; changes in tax laws and regulations; the impact of legislation to reform the healthcare system in the United States or other countries; costs to comply with medical device regulations; changes in financial markets; changes in our credit ratings; our ability to integrate and realize the anticipated benefits of acquisitions in full or at all or within the expected timeframes, including our acquisition of Inari; our ability to realize any anticipated cost savings; potential negative impacts resulting from climate change or other environmental, social and governance and sustainability-related matters; the impact on our operations and financial results of any public health emergency and any related policies and actions by governments or other third parties; unexpected liabilities, costs, charges or expenses in connection with the acquisition of Inari; and the effects of the Inari transaction on the parties' relationships with employees, customers, other business partners or governmental entities. Additional information concerning these and other factors is contained in our filings with the United States Securities and Exchange Commission, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. We disclaim any intention or obligation to publicly update or revise any forward-looking statement to reflect any change in our expectations or in events, conditions or circumstances on which those expectations may be based, or that affect the likelihood that actual results will differ from those contained in the forward-looking statements, except to the extent required by law.

# Legal disclaimers

This report's goal is to inform the company's results in 2024; it is not intended to promote our products.

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Patient outcomes following surgical procedures vary based on various factors, including but not limited to patient height, weight, activity level, comorbidities, and surgical technique. The patient activities reflected in images in this report are not necessarily typical. Patients should consult with their physicians regarding appropriate activities following any surgical procedure.

Products referenced in this 2024 Comprehensive Report may not be authorized for marketing or available in the United States or other markets. Product availability is subject to the regulatory and/or medical practices in individual markets.

## Latin America

Este informe fue elaborado por Stryker Corporation con el objetivo de comunicar acerca de los resultados de la compañía en 2024. Este informe no tiene como objetivo la promoción de productos sanitarios y, en función de las cuestiones reglamentarias, parte de su contenido puede no ser relevante o no estar disponible en el mercado local.

Este relatório foi elaborado pela Stryker Corporation com o objetivo de informar sobre os resultados da companhia em 2024. Este relatório não visa a promoção de produtos de saúde e, em função de questões regulatórias, parte do seu conteúdo pode não ser relevante ou não estar disponível no mercado local.

## Canada

This 2024 Comprehensive Report is developed by Stryker Corporation, our parent company based in the United States. Some of the content in this Report may not be relevant for the Canadian market. Products referenced in the Report may not be authorized for marketing or available in Canada. Product availability is subject to the regulatory and/or medical practices in individual markets.

# Non-GAAP reconciliation

| Net earnings ($ millions) | 2022 | 2023 | 2024 |
|---|---|---|---|
| **Reported** | $ 2,358 | $ 3,165 | $ **2,993** |
| Acquisition—and integration-related costs, inventory stepped-up to fair value | 9 | — | **34** |
| Other acquisition and integration-related | 104 | 45 | **85** |
| Amortization of purchased intangible assets | 495 | 503 | **495** |
| Structural optimization and other special charges | 283 | 159 | **110** |
| Goodwill and other impairments | 216 | 27 | **852** |
| Medical device regulations | 115 | 74 | **44** |
| Recall-related matters | (12) | 14 | **30** |
| Regulatory and legal matters | 69 | 63 | **29** |
| Tax matters | (66) | 43 | **28** |
| **Adjusted** | $ 3,571 | $ 4,066 | $ **4,700** |
| **Effective tax rate—reported** | 12.1% | 13.8% | **14.3%** |
| **Effective tax rate—adjusted** | 14.0% | 14.1% | **14.8%** |

| Net earnings per diluted share | 2022 | 2023 | 2024 |
|---|---|---|---|
| **Reported** | $ 6.17 | $ 8.25 | $ **7.76** |
| Acquisition—and integration-related costs, inventory stepped-up to fair value | 0.02 | — | **0.09** |
| Other acquisition and integration-related | 0.27 | 0.12 | **0.22** |
| Amortization of purchased intangible assets | 1.30 | 1.31 | **1.28** |
| Structural optimization and other special charges | 0.74 | 0.34 | **0.29** |
| Goodwill and other impairments | 0.57 | 0.08 | **2.21** |
| Medical device regulations | 0.30 | 0.19 | **0.11** |
| Recall-related matters | (0.03) | 0.04 | **0.08** |
| Regulatory and legal matters | 0.18 | 0.16 | **0.08** |
| Tax matters | (0.18) | 0.11 | **0.07** |
| **Adjusted** | $ 9.34 | $ 10.60 | $ **12.19** |
| **Weighted-average diluted shares outstanding** | 382.2 | 383.7 | **385.6** |

# 2024 Comprehensive Report

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1941 Stryker Way | Portage, Michigan 49002

SOCI-GSNPS-ANRT-1699600 Rev-3

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Kathryn Janecke
   Date of birth: 11/18/1977
   Home address: 24136 NE 172nd Street
   City: Woodinville State/Province/Territory: WA Zip/Postal Code: 98077
   Country: US

   Business Address: 11811 Willows Rd NE
   City: Redmond State/Province/Territory: WA Zip/Postal Code: 98052
   Country US
   Telephone: 1 425 867 4000

   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: Other
   Description: Sr. Director, Commercial Operation
   Start Date: 05/18/2010

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

I have both restricted stock units and options granted as part of my employment long term incentive plan.

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

I, Kathryn Janecke , 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.

Stryker Sales LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kathryn Janecke KATHRYN.E.JANECKE@STRYKER.COM

Sr. Director, Commercial Operations

Title

04/20/2026 04:46:46 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Stryker Sales LLC

Address: 11811 Willows Rd NE

City: Redmond State/Province/Territory: WA Zip/Postal Code: 98052

Country: US

2. Entity's Vendor Identification Number: 22-2183590

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):

1 File(s) uploaded: Board of Directors 2026.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.

Attached 10k.

1 File(s) uploaded: Stryker 10k 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.

Corporate structure chart attached.

1 File(s) uploaded: SS, LLC-W9 and Legal Entity Name-LEGA-GSNPS-FACT-699002-EN_US (6-2-2023) FINAL 2.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:
Kathryn Janecke [KATHRYN.E.JANECKE@STRYKER.COM]

Dated: 04/20/2026 04:53:37 pm

Title: Sr. Director, Commercial Operations

**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.

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**INFORMATION**
**Stryker Board of Directors 2026**

## ALL OFFICERS OF CORPORATION

**Kevin Lobo**, Chief Executive Officer

**Katy Fink**, Vice President, Chief Human Resources Officer

**Rob Fletcher,** Vice President, Chief Legal Officer

**Kim Montagnino,** Vice President, Chief Communications Officer

**Preston Wells**, Vice President, Chief Financial Officer

**Tina French**, Vice President, Corporate Secretary

**Lindsay Gardner**, Vice President, Treasurer

**Jason Beach**, Vice President, Finance and Investor Relations

**Bill Berry**, Vice President, Chief Accounting Officer

**Alan Douville,** Vice President, Chief Information Officer, Chief Information Security Officer

**Jill Duffy**, Vice President, Assurance and Risk Advisory

**Dana McMahon,** Vice President, Chief Compliance Officer

**Jody Powell,** Vice President, Global Regulatory Affairs and Quality Assurance

**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**

Commission file number: 001-13149

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**STRYKER CORPORATION**
(Exact name of registrant as specified in its charter)

| **Michigan** | **38-1239739** |
|---|---|
| (State of incorporation) | (I.R.S. Employer Identification No.) |
| **1941 Stryker Way, Portage, Michigan** | **49002** |
| (Address of principal executive offices) | (Zip Code) |

**(269) 385-2600**
(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, $.10 Par Value** | **SYK** | **New York Stock Exchange** |
| **2.125% Notes due 2027** | **SYK27** | **New York Stock Exchange** |
| **3.375% Notes due 2028** | **SYK28** | **New York Stock Exchange** |
| **0.750% Notes due 2029** | **SYK29** | **New York Stock Exchange** |
| **2.625% Notes due 2030** | **SYK30** | **New York Stock Exchange** |
| **1.000% Notes due 2031** | **SYK31** | **New York Stock Exchange** |
| **3.375% Notes due 2032** | **SYK32** | **New York Stock Exchange** |
| **3.625% Notes due 2036** | **SYK36** | **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 Act. 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 and 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 (§232.405 of this chapter) 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 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 | ☐ | Emerging growth company | ☐ |
| Non-accelerated filer | ☐ | Small reporting 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 Act). Yes ☐ No ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant was approximately $144,306,436,547 at June 30, 2025. There were 382,688,675 shares outstanding of the registrant's common stock, $0.10 par value, on January 31, 2026.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the proxy statement to be filed with the U.S. Securities and Exchange Commission relating to the 2026 Annual Meeting of Shareholders (the 2026 proxy statement) are incorporated by reference into Part III.

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## PART I

### ITEM 1. BUSINESS.

Stryker Corporation (Stryker or the Company) is a global leader in medical technologies and, together with our customers, we are driven to make healthcare better. We offer innovative products and services in MedSurg, Neurotechnology and Orthopaedics that help improve patient and healthcare outcomes. Alongside our customers around the world, we impact more than 150 million patients annually.

Our core values guide our behaviors and actions and are fundamental to how we execute our mission.

Mission

Together with our customers, we are driven to make healthcare better.

Values

| Integrity | Accountability | People | Performance |
|---|---|---|---|
| We do what's right | We do what we say | We grow talent | We deliver |

Stryker was incorporated in Michigan in 1946 as the successor company to a business founded in 1941 by Dr. Homer H. Stryker, a prominent orthopaedic surgeon and inventor of several medical products. Our products are sold in approximately 61 countries through company-owned subsidiaries and branches as well as third-party dealers and distributors, and include surgical equipment and surgical navigation systems; endoscopic and communications systems; patient handling, emergency medical equipment and intensive care disposable products; clinical communication and artificial intelligence-assisted virtual care platform technology; products for traditional brain and open skull-based surgical procedures; minimally invasive products for the treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism; implants used in joint replacement and trauma surgeries; Mako robotic-arm assisted technology; as well as other products used in a variety of medical specialties. Most of our products are marketed directly to doctors, hospitals and other healthcare facilities.

As used herein, and except where the context otherwise requires, "Stryker," "we," "us," and "our" refer to Stryker Corporation and its consolidated subsidiaries.

#### Business Segments and Geographic Information

We segregate our operations into two reportable business segments: (i) MedSurg and Neurotechnology and (ii) Orthopaedics. Financial information regarding our reportable business segments and certain geographic information is included under "Consolidated Results of Operations" in Item 7 of this report and Note 14 to our Consolidated Financial Statements.

***Net Sales by Reportable Segment***

| | 2025 | | 2024 | | 2023 | |
|---|---|---|---|---|---|---|
| MedSurg and Neurotechnology | $ 15,647 | 62 % | $ 13,518 | 60 % | $ 12,163 | 59 % |
| Orthopaedics | 9,469 | 38 | 9,077 | 40 | 8,335 | 41 |
| **Total** | **$ 25,116** | **100 %** | **$ 22,595** | **100 %** | **$ 20,498** | **100 %** |

#### MedSurg and Neurotechnology

MedSurg and Neurotechnology products include surgical equipment, patient and caregiver safety technologies, and navigation systems (Instruments), endoscopic and communications systems (Endoscopy), and patient handling, emergency medical equipment, intensive care disposable products, clinical communication and artificial intelligence-assisted virtual care platform technology (Medical), minimally invasive products for the treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism (Vascular) and a comprehensive line of products for traditional brain and open skull-based surgical procedures, orthobiologic and biosurgery products, including synthetic bone grafts and vertebral augmentation products (Neuro Cranial).

We are one of five leading global competitors in Instruments; the other four being Zimmer Biomet Holdings, Inc. (Zimmer), Medtronic plc (Medtronic), Johnson & Johnson MedTech (a subsidiary of Johnson & Johnson) and ConMed Linvatec, Inc. (a subsidiary of CONMED Corporation). We are one of seven leading global competitors in Endoscopy; the other six being Karl Storz GmbH & Co., Olympus Optical Co. Ltd., Smith & Nephew plc (Smith & Nephew), ConMed Linvatec, Arthrex, Inc. and STERIS plc. We are one of five leading global competitors in Medical; the other four being Baxter International Inc., Zoll Medical Corporation, Medline Industries and Ferno-Washington, Inc. We are one of five leading global competitors in Vascular and Neuro Cranial; the other four being Medtronic, Johnson & Johnson MedTech, Terumo Corporation and Penumbra, Inc.

***Composition of MedSurg and Neurotechnology Net Sales***

| | 2025 | | 2024 | | 2023 | |
|---|---|---|---|---|---|---|
| Instruments | $ 3,183 | 20 % | $ 2,834 | 21 % | $ 2,534 | 21 % |
| Endoscopy | 3,807 | 24 | 3,389 | 25 | 3,068 | 25 |
| Medical | 4,204 | 27 | 3,852 | 28 | 3,459 | 28 |
| Vascular | 1,968 | 13 | 1,307 | 10 | 1,226 | 11 |
| Neuro Cranial | 2,485 | 16 | 2,136 | 16 | 1,876 | 15 |
| **Total** | **$ 15,647** | **100 %** | **$ 13,518** | **100 %** | **$ 12,163** | **100 %** |

In 2025 Instruments launched Steri-Shield 8 which is a lighter, more comfortable, and more customizable operating room personal protection system, with improved visibility, cooling, and battery performance versus prior generations. In addition, we completed the acquisition of Guard Medical Inc., whose primary focus is on Negative Pressure Wound Therapy for surgical patients. The acquisition of Guard Medical, Inc. is complementary to our Orthopaedic Instruments business as we continue to focus on the surgical wound care market.

Endoscopy continued to deliver its 4K 1788 Camera platform to the market in addition to the launch of the Connected OR IP BRAVoE integration portfolio. Our 1788 Camera platform features several enhancements for a broader range of clinical applications and specialties, including urology, neurology, ear, nose, throat and arthroscopy and can be used to visualize indocyanine green and CYTALUX. The Connected OR IP BRAVoE launch expands the connected capabilities of iSuite.

Medical continued the global launch of the LIFEPAK 35 monitor/ defibrillator, our next generation platform designed to optimize care with new clinical features such as the new Glasgow 30.4 algorithm, cprINSIGHT, 15-lead monitoring capabilities, and STJ insight and mapping. LIFEPAK 35 combines a modern intuitive touch screen display and increased processing power with Bluetooth and WiFi data connectivity. We also launched the Vocera Sync Badge this year, a trusted clinician handsfree communication endpoint that provides real-time communication and alerts while extending Smart Hospital workflows directly into

daily clinical practice. Medical also completed the acquisition of Advanced Medical Balloons (AMB), an indwelling fecal management system that specializes in solutions that help enhance care delivery by combining intelligent design with the exceptional properties of ultra-thin polyurethane. AMB Medical adds complementary technology to the Stryker Sage incontinence portfolio and will help address problems in the market that include hospital-acquired infections, pressure injuries, staff satisfaction and retention.

In 2025 we changed the name of our Neurovascular business to Vascular with the acquisition of Inari Medical, Inc. (Inari) whose product portfolio includes minimally invasive products for the treatment of venous thromboembolism. Neurovascular and Inari are jointly now Vascular. Vascular launched the Broadway System in the United States, a fully integrated stroke solution that provides a new level of access and support in large- and super-bore catheter procedures. Additionally, Vascular accelerated the launch of the Surpass Elite Flow Diverting Stent (FDS) in the United States, Europe, and parts of Asia-Pacific. Surpass Elite FDS is designed to reduce thrombin generation when compared to unmodified stents.

Neuro Cranial launched OptaBlate BVN in 2025 which is a radiofrequency nerve ablation system used to access and ablate the basivertebral nerve to treat vertebrogenic pain.

**Orthopaedics**

Orthopaedics products primarily include implants used in total joint replacements, such as hip, knee and shoulder, ankle, and trauma and extremities surgeries. We bring patients and physicians advanced implant designs and specialized instrumentation that make orthopaedic surgery and recovery simpler, faster and more effective. We support surgeons with the technologies, products and services they need to support each patient's clinical challenge.

We are one of four leading global competitors for joint replacement and trauma and extremities products and robotics; the other three being Zimmer, Johnson & Johnson MedTech and Smith & Nephew.

***Composition of Orthopaedics Net Sales***

| | 2025 | | 2024 | | 2023 | |
|---|---|---|---|---|---|---|
| Knees | $ 2,656 | 28 % | $ 2,447 | 27 % | $ 2,273 | 27 % |
| Hips | 1,865 | 20 | 1,704 | 19 | 1,544 | 18 |
| Trauma and Extremities | 3,948 | 42 | 3,507 | 39 | 3,147 | 38 |
| Spinal Implants | 185 | 2 | 707 | 8 | 713 | 9 |
| Other | 815 | 9 | 712 | 8 | 658 | 8 |
| **Total** | **$ 9,469** | **100 %** | **$ 9,077** | **100 %** | **$ 8,335** | **100 %** |

In 2025 we continued to expand the global footprint of Mako SmartRobotics, which is now available in more than 45 countries. To date, over one million robotic Mako Total Knee procedures and more than two million robotic procedures across Mako Total Knee, Mako Total Hip, and Mako Partial Knee have been performed worldwide.

2025 also marked a significant period of product launches and new application development. Most notably, we introduced the Mako 4 platform, a meaningful advancement for both newly established and existing Mako sites. This platform is built around our Q-Guidance system—an advanced guidance technology designed to enable new hardware and software capabilities across a broad range of subspecialties.

The first application released on the Mako 4 platform is the Total Hip Advanced Primary and Revision application. We received 510(k) clearance for Mako Total Hip with Advanced Primary and Revision with full market release in the third quarter of 2025. Complex primary and revision total hip arthroplasty procedures often present challenges such as bone loss and absent anatomical landmarks. With our advanced Mako Total Hip solution, we aim to extend the benefits of Mako SmartRobotics™ to simplify these demanding cases. Mako Total Hip with Advanced Primary and Revision represents Stryker's first-to-market, robotically enabled revision hip arthroplasty procedure.

We also introduced Mako Shoulder, which expands the SmartRobotics suite of applications. Mako Shoulder integrates three market-leading technologies: Tornier implants, Blueprint planning software, and Mako SmartRobotics. The application offers haptically guided preparation for Tornier Perform Reversed Glenoid and Tornier Reversed Augmented Glenoid implants for primary shoulder arthroplasty. We completed the first Mako Shoulder cases in 2024, and the application remained in limited market release throughout 2025. Full commercial launch in the United States is planned for the first quarter of 2026.

**Raw Materials and Inventory**

Raw materials essential to our business are generally readily available from multiple sources; however, certain of our raw materials are currently sourced from single suppliers. Substantially all products we manufacture are stocked in inventory, while certain MedSurg products are assembled to order.

**Patents and Trademarks**

Patents and trademarks are significant to our business to the extent that a product or an attribute of a product represents a unique design or process. Patent protection of such products restricts competitors from duplicating these unique designs and features. We seek to obtain patent protection on our products whenever appropriate for protecting our competitive advantage. On December 31, 2025 we owned approximately 5,600 United States patents and approximately 9,000 patents in other countries.

**Seasonality**

Our business is generally not seasonal in nature; however, the number of orthopaedic implant surgeries is typically lower in the summer months, and sales of capital equipment are generally higher in the fourth quarter.

**Competition**

In each of our product lines we compete with local and global companies. The development of innovative products is important to our success in all areas of our business. Competition in research involving the development and improvement of new and existing products and processes is particularly significant. The competitive environment requires substantial investments in continuing research and maintaining sales forces.

We believe our commitment to innovation, quality and service and our reputation differentiates us in the highly competitive product categories in which we operate and enables us to compete effectively. We believe that our competitive position in the future will depend largely on our ability to develop new products and make improvements to existing products.

**Regulation**

Our businesses are subject to varying degrees of governmental regulation in the countries in which we operate, and the general trend is toward increasingly stringent regulation. We are required to comply with the unique regulatory requirements of each country in which we market and sell our products.

In the United States the Medical Device Amendments of 1976 to the Federal Food, Drug and Cosmetic Act and its subsequent

amendments and the regulations issued and proposed thereunder provide for federal regulation by the United States Food and Drug Administration (FDA) of the design, manufacture and marketing of medical devices, including most of our products. In addition, state licensing requirements often apply to certain of our business operations and products. On the federal level, many of our new products fall into FDA classifications that require notification submitted as a 510(k) and review by the FDA before we begin marketing them. Certain of our products require extensive clinical testing, consisting of safety and efficacy studies, followed by pre-market approval applications for specific surgical indications. Certain of our products also fall under other FDA classifications, such as drugs and Human Cells, Tissues, and Cellular and Tissue-Based Products.

The FDA's Quality System regulations set forth standards for our product design and manufacturing processes, require the maintenance of certain records and provide for inspections of our facilities by the FDA. There are also certain requirements of state, local and foreign governments that must be complied with in the manufacture and marketing of our products.

The European Union enacted the European Union Medical Device Regulation in May 2017 with an original effective date of May 2022, which imposes stricter requirements for the marketing and sale of medical devices, including in the areas of clinical evaluation requirements, quality systems, labeling and post-market surveillance. Extended transition timelines were published in 2023 which range from May 2026 through December 2028 depending on the type of device and we are on track to meet these timelines.

Initiatives to limit the growth of general healthcare expenses and hospital costs are ongoing. These initiatives are sponsored by government agencies, legislative bodies and the private sector and include price regulation and competitive pricing. It is not possible to predict the long-term impact of such cost containment measures on our future business. In addition, business practices in the healthcare industry are scrutinized, particularly in the United States, by federal and state government agencies. Any resulting investigations and prosecutions potentially carry the risk of significant civil and criminal penalties.

**Environment**

We are subject to various rules and regulation in the United States and internationally related to the protection of human health and the environment. Our operations involve the use of substances regulated under environmental laws, primarily in manufacturing and sterilization processes. We believe our policies, practices and procedures are properly designed to comply, in all material respects, with applicable environmental laws and regulations. We do not expect compliance with these requirements to have a material effect on purchases of property, plant and equipment, cash flows, net earnings or competitive position.

**Employees**

On December 31, 2025 we had approximately 56,000 employees globally, with approximately 28,000 employees in the United States. Our talented employees are an integral reason for our standing as a global leader in medical technologies where, together with our customers, we are driven to make healthcare better. Our company values of integrity, accountability, people and performance are a key component of that mission. Our people, as one of our core values, continue to be a key focus.

Our success depends on our ability to attract the best talent. To do so, we continue to focus on establishing and maintaining a great workplace. We believe in attracting the right people, maintaining and building employee engagement and developing our employees. We believe when people are able to do what they do best, they will look forward to coming to work and, in turn, will deliver great business results.

Our leadership team and Board of Directors receive regular updates on our people and culture strategy and provide feedback on our strategy and goals, including alignment to our mission and values, peer benchmarking and stakeholder feedback.

**Employee Development**

Our employee development is extensive and exists at all levels of the organization, including company-wide training on our Code of Conduct, job-related technical training and management and leadership training. Our development programs include on-the-job learning, coaching and mentoring, management and leadership development courses, team building and collaboration training and immersive experiences with expert partners.

We encourage all employees to establish development objectives, in partnership with their manager, to help employees gain the needed development experience to grow their careers.

**Employee Engagement**

An engaged workplace culture that drives performance and business outcomes is central to our mission. Listening to and learning from our employees forms the foundation of an engaging culture. More than 90% of our employees participate in our annual engagement survey, which provides a valued platform for listening and allows us to act on the feedback collected.

We supplement our annual engagement survey with targeted pulse surveys to gather feedback on topics relevant to the current climate.

We also provide tools and resources that enable managers and teams to act on the insights we gain from our surveys and to drive employee engagement and strong business outcomes.

**Inclusion**

We believe our individual strengths, experiences, and perspectives are essential for delivering on our mission. By caring for each other, we foster a culture where everyone feels heard and valued. How we work together is critical to our success, and we believe it takes everyone. Every voice. Every person. Every connection.

**Attracting and Hiring**

We understand that every employee drives our success. We focus on attracting, identifying and selecting strong candidates who will be successful at Stryker and ensuring that each person we hire brings the talent, expertise and passion we need to continue to be successful.

**Health and Safety**

Ensuring our employees' safety is a top priority. It is a responsibility that we share throughout the company and one that has evolved to meet the needs of our workforce. Employees' safety risks vary depending on the roles they perform, so we tailor our safety efforts accordingly.

**Competitive Pay and Benefits**

Our compensation and benefits programs are designed to attract and retain top talent and to incentivize performance and alignment to our mission and values.

We offer market-competitive base pay and benefits to our employees in countries around the world. We regularly evaluate

our compensation and benefit offerings and levels, using recognized outside consulting firms to ensure internal fairness and competitiveness in our offerings.

Most of our employees also have variable compensation components that reward employees based on individual, business unit and/or company-wide performance.

Our proxy statement provides more detail on the competitive compensation programs we offer to our executive officers.

### Information about our Executive Officers

***As of January 31, 2026***

| Name | Age | Title | First Became an Executive Officer |
|---|---|---|---|
| Kevin A. Lobo | 60 | Chair and Chief Executive Officer | 2011 |
| William E. Berry Jr. | 60 | Vice President, Chief Accounting Officer | 2014 |
| Dylan B. Crotty | 49 | Group President, Orthopaedics | 2026 |
| M. Kathryn Fink | 56 | Vice President, Chief Human Resources Officer | 2016 |
| Robert S. Fletcher | 55 | Vice President, Chief Legal Officer | 2019 |
| Debra King | 54 | Vice President, Chief Digital and Information Officer | 2025 |
| Viju S. Menon | 58 | Group President, Global Quality and Operations | 2018 |
| Kimberly A. Montagnino | 38 | Vice President, Chief Communications Officer | 2025 |
| J. Andrew Pierce | 52 | Group President, MedSurg and Neurotechnology | 2021 |
| Spencer S. Stiles | 49 | President and Chief Operating Officer | 2021 |
| Preston W. Wells | 49 | Vice President, Chief Financial Officer | 2025 |

Each of our executive officers held the position above or served Stryker in various executive or administrative capacities for at least five years, except for Ms. King and Ms. Montagnino. Prior to joining Stryker in May 2025, Ms. King served as the Chief Technology Officer at Bunge for two years and as the Chief Information Officer at Corteva, Inc. from 2017 to 2021. Prior to joining Stryker in June 2024, Ms. Montagnino held multiple corporate affairs leadership roles with Johnson & Johnson during the previous eight years, most recently as Senior Director, Communications Johnson & Johnson MedTech. While at Stryker, Ms. Montagnino previously served as Vice President, Global Communications.

### Available Information

Our main corporate website address is *www.stryker.com*. The information on our website is not incorporated by reference into this report. Copies of our filings with the United States Securities and Exchange Commission (SEC) are available free of charge on our website within the "Investors Relations" section as soon as reasonably practicable after having been electronically filed or furnished to the SEC. All SEC filings are also available at the SEC's website at www.sec.gov.

### Forward-Looking Statements

This report contains statements that are not historical facts and are considered "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on current projections about operations, industry conditions, financial condition and liquidity. Words that identify forward-looking statements include, without limitation, words such as "may," "could," "will," "should," "possible," "plan," "predict," "forecast," "potential," "anticipate," "estimate," "expect," "project," "intend," "believe," "may impact," "on track," "goal," "strategy" and words and terms of similar substance used in connection with any discussion of future operating or financial performance, an acquisition or our businesses. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Those statements are not guarantees and are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, actual results could differ materially and adversely from these forward-looking statements, historical experience or our present expectations. Some important factors that could cause our actual results to differ from our expectations in any forward-looking statements include:

- weakening of economic conditions, or the anticipation thereof, that could adversely affect the level of demand for our products;
- geopolitical risks, including from international conflicts and tariffs, which could, among other things, lead to increased market volatility;
- pricing pressures generally, including cost-containment measures that have adversely affected and could in the future adversely affect the price of or demand for our products;
- changes in foreign currency exchange markets;
- legislative and regulatory actions;
- unanticipated issues arising in connection with clinical studies and otherwise that affect approval of new products by the FDA and foreign regulatory agencies;
- inflationary pressures;
- increased interest rates or interest rate volatility;
- supply chain disruptions;
- changes in labor markets;
- changes in coverage and reimbursement levels from third-party payors;
- changes in the competitive environment;
- breaches, failures or other disruptions of our or our vendors' or customers' information technology systems or products, including by cyber-attack, data leakage, unauthorized access or theft;
- a significant increase in product liability claims;
- the ultimate total cost with respect to recall-related and other regulatory and quality matters;
- the impact of investigative and legal proceedings and compliance risks;
- resolution of tax audits;
- changes in tax laws and regulations;
- the impact of legislation to reform the healthcare system in the United States or other countries;
- costs to comply with medical device regulations;
- changes in financial markets;
- changes in our credit ratings;
- our ability to integrate and realize the anticipated benefits of acquisitions in full or at all or within the expected timeframes, including our acquisition of Inari Medical, Inc. ("Inari");
- our ability to realize any anticipated cost savings;
- potential negative impacts resulting from climate change or other environmental, social and governance and sustainability related matters;
- the impact on our operations and financial results of any public health emergency and any related policies and actions by governments or other third parties; and
- other risks detailed in our filings with the SEC.

While we believe that the assumptions underlying such forward-looking statements are reasonable, there can be no assurance that future events or developments will not cause such statements to be inaccurate. All forward-looking statements

contained in this report are qualified in their entirety by this cautionary statement. We expressly disclaim any intention or obligation to publicly update or revise any forward-looking statement to reflect any change in our expectations or in events, conditions or circumstances on which those expectations may be based, or that affect the likelihood that actual results will differ from those contained in the forward-looking statements

**Trademarks**

All trademarks or trade names referred to in this report are the property of the Company, or, to the extent trademarks or trade names belonging to other companies are referenced in this report, the property of their respective owners. Solely for convenience, the trademarks and trade names in this report are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that the Company or, to the extent applicable, their respective owners will not assert, to the fullest extent under applicable law, the Company's or their rights thereto. We do not intend the use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

## ITEM 1A. RISK FACTORS.

Our operations and financial results are subject to various risks and uncertainties discussed below that could materially and adversely affect our business, cash flows, financial condition and results of operations. Additional risks and uncertainties not currently known to us or that we currently deem not to be material or that could apply to any company may also materially and adversely affect our business, cash flows, financial condition or results of operations. If any of the risks discussed below or other risks actually occur or continue to occur, our business, financial condition, operating results or cash flows could be materially adversely affected. Accordingly, you should carefully consider the following risk factors, as well as other information contained in or incorporated by reference in this report.

### BUSINESS AND OPERATIONAL RISKS

**We use a variety of raw materials, components, devices and third-party services in our global supply chains, production and distribution processes; significant shortages, price increases or unavailability of third-party services have in the past increased, and could in the future increase, our operating costs and could require significant capital expenditures or adversely impact the competitive position of our products:** Our reliance on certain suppliers to secure raw materials, components and finished devices, and on certain third-party service providers, such as sterilization service providers, exposes us to the risk of product shortages and unanticipated increases in prices, whether due to inflationary pressure, regulatory changes, litigation exposure, tariffs, geopolitical tensions or otherwise. For example, in the past we have experienced limited product availability due to an electronic component shortage in certain product lines. If a similar shortage occurs in the future with respect to any raw materials or components, we may not be able to obtain them from our suppliers on a timely basis, or at all, or identify alternative suppliers. In addition, several raw materials, components, finished devices and services are procured from a sole source due to, among other things, the quality considerations, unique intellectual property considerations or constraints associated with regulatory requirements. If sole-source suppliers or service providers are unable or unwilling to deliver these materials or services as a result of financial difficulties, business disruptions, acquisition by a third party, natural disasters, embargoes, tariffs or otherwise, we may not be able to manufacture or have available one or more products during such period of unavailability and our business could suffer, possibly materially. In certain cases, we may not be able to establish additional or replacement suppliers for such materials or service providers for such services in a timely or cost-effective manner, often as a result of FDA and other regulations that require, among other things, validation of materials, components and services prior to their use in or with our products. In certain instances we have been unable to meet demand due to supply chain challenges, which has led to loss of sales. Although the impacts have not been material to date, an inability to meet demand due to supply chain challenges in the future could materially adversely impact our reputation, the competitive position of our products and our business. In addition, recently enacted tariffs by the United States government and retaliatory measures by other governments could adversely impact our supply chain or the availability of certain components. Any of the foregoing risks could have a material adverse impact on our profitability and results of operations.

In addition, in recent years, the market has experienced inflationary pressures in part due to global supply chain disruptions, labor shortages and other impacts following the COVID-19 pandemic. Inflation in the United States and in many of the countries where we conduct business has resulted in, and may in the future result in, high interest rates and increased capital, energy, shipping and labor costs, weakening or strengthening exchange rates against the United States Dollar and other similar effects. We have continued to experience, and may in the future experience, inflationary increases in manufacturing costs and operating expenses, as well as negative impacts from weakening or strengthening exchange rates against the United States Dollar. Although we have been able to pass certain cost increases on to our customers, we have not been able to pass along all cost increases and we cannot guarantee that we will be able to do so in the future, including in connection with proposed or enacted tariffs. Inflation, high interest rates, interest rate volatility or proposed or enacted tariffs may also cause our customers to reduce or delay orders for our products and services. Any of the foregoing could have a material adverse impact on our sales, profitability and results of operations.

**We are subject to pricing pressures as a result of cost containment measures in the United States and other countries and other factors, including changes in reimbursement practices and coverage policies and third-party payor cost containment measures:** Initiatives to limit the growth of general healthcare expenses and hospital costs are ongoing and gaining increased attention in the markets in which we do business. These initiatives are sponsored by government agencies, legislative bodies and the private sector and include price regulation and competitive pricing. For example, China has implemented a volume-based procurement process designed to decrease prices for medical devices and other products. Pricing pressure has also increased due to pressures on healthcare budgets, continued consolidation among healthcare providers, trends toward managed care, the shift toward governments becoming the primary payers of healthcare expenses, reduction in coverage or reimbursement levels and medical procedure volumes and government laws and regulations relating to sales and promotion, reimbursement and pricing generally. Coverage policies and reimbursement levels can vary across the payer community globally, regionally, and locally, and may affect which products customers purchase, the market acceptance rate for new technologies and the prices customers are willing to pay for

those products in a particular jurisdiction. Furthermore, any changes to the coverage or reimbursement landscape, or adverse decisions relating to our products by administrators of these systems could significantly reduce reimbursement for procedures using our products or result in denial of reimbursement for those products, which could adversely affect customer demand, or the price customers are willing to pay for such products. Public and private payers have challenged, and are expected to continue to challenge, prices charged for medical products and services. Such downward pricing pressures from any or all of these payers may result in an adverse effect on our business, results of operations, financial condition and cash flows. We have also reduced prices for certain products due to increased competition and if we further reduce prices, we could become less profitable. In addition, due to healthcare industry consolidation in recent years, competition to provide goods and services to industry participants has become, and may continue to become, more intense, and this consolidation has produced, and may continue to produce, larger enterprises with more bargaining power. Pricing pressures related to any of the foregoing or other factors have impacted and could in the future impact our results of operations and profitability.

**We operate in a highly competitive industry in which competition and the regulatory burden in the development and improvement of new and existing products is significant:** The markets in which we compete are highly competitive, and a significant element of our strategy is to increase revenue growth by focusing on innovation, new product development and improvement of existing products, including connectivity solutions. New business models, products and surgical procedures, as well as improvements to existing products, are introduced on an ongoing basis and our present or future products could be rendered obsolete or uneconomical by internal or external technological advances, including by our existing competitors and new market entrants, which could adversely impact demand for certain of our existing products. The success of our products and services depends on, among other things, our ability to properly identify customer needs and predict future needs, including connectivity solutions; innovate and develop new technologies, services and applications at an accelerated pace; and appropriately allocate our research and development spending to products and services with higher growth. Our existing competitors and new market entrants may respond more quickly to or integrate new or emerging technologies such as robotics, artificial intelligence (AI) and machine learning in their product offerings, undertake more extensive marketing campaigns, have greater access to clinical information to support ongoing product position in the market, have greater financial, marketing and other resources or be more successful in attracting potential customers, employees and strategic partners. There can be no assurance that any products now in development, or that we may seek to develop in the future, will achieve technological feasibility, obtain regulatory approval or gain market acceptance. If we are unable to develop and launch new products, our ability to maintain or expand our market position in the markets in which we participate may be negatively impacted.

**We may be unable to maintain adequate working relationships with healthcare professionals:** We work with healthcare professionals in a transparent and responsible manner and seek to maintain these relationships with respected physicians and medical personnel in healthcare organizations, such as hospitals and universities, who assist in product research and development. We rely on these professionals to assist us in the development and improvement of proprietary products. If we are unable to maintain these relationships due to regulatory restrictions, hospital access restrictions for non-patients or for other reasons, our ability to develop, market and sell new and improved products could be adversely affected.

**We rely on indirect distribution channels and major distributors that are independent of Stryker:** In many markets we rely on indirect distribution channels to market, distribute and sell our products. These indirect channels often are the main point of contact for the healthcare professionals and healthcare organization customers who buy and use our products. Our ability to continue to market, distribute and sell our products may be at risk if the indirect channels become insolvent, choose to sell competitive products, choose to stop selling medical technology, fail to adhere to Stryker requirements or are subject to new or additional government regulation.

We are subject to risks associated with our extensive global operations: We develop, manufacture and distribute our products globally. Our global operations are subject to risks and costs related to, among other things, changes in coverage or reimbursement levels from third-party payors in the United States and other countries; changes in regulatory requirements (such as the staggered phase-in period for manufacturers to comply with the European Union Medical Device Regulation (MDR) through December 2028); differing local product preferences and product requirements; diminished protection of intellectual property in some countries; tariffs and other trade protection measures, as well as increasing localization and protectionism policies in certain jurisdictions; international trade disputes and import or export requirements; difficulty in staffing and managing foreign operations; introduction of new internal business structures and programs; political and economic instability and uncertainty; current or potential geopolitical conflicts, such as the tensions between China and Taiwan and the wars in Ukraine and the Middle East, and related sanctions and other developments; disruptions of transportation, including port closures, increased border controls or border closures or reduced transportation availability, due to military conflicts, a global pandemic of contagious diseases; increased energy or transportation costs; fluctuations in currency exchange rates and financial markets; and increased security threats to our supply chain. For example, the United States has recently enacted and proposed to enact new tariffs. These developments, the perception they could occur, or changes to the existing exemption framework may have a material adverse effect on global economic conditions and may significantly reduce global trade. Many of these risks are rapidly evolving and subject to an accelerating pace of change. Our business could be adversely impacted if we are unable to successfully manage these and other risks of global operations in an increasingly volatile environment. In addition, in many countries, the laws and regulations applicable to us or our industry are evolving, and we have in certain cases become subject to divergent and conflicting laws and regulations across our operations, which has increased the risks we are subject to.

**We may be unable to capitalize on previous or future acquisitions:** In addition to internally developed products, we invest in new products and technologies through acquisitions, including our acquisition of Inari in 2025. Such investments are inherently risky, and we cannot guarantee that any acquisition will be successful or will not have a material unfavorable impact on us. The risks include the activities required and resources allocated to integrate new businesses, a slower pace of integration than initially projected, diversion of management time that could adversely affect management's ability to focus on other

projects, the inability to realize the expected benefits, savings or synergies from the acquisition, the loss of key personnel, litigation resulting from the acquisition and exposure to unexpected liabilities of acquired companies. Certain acquisitions are subject to antitrust and competition laws, and antitrust scrutiny by regulatory agencies and changes to the regulatory approval process in the United States and foreign jurisdictions may cause approvals to take longer than anticipated to obtain, not be obtained at all, or contain burdensome conditions, which may jeopardize, delay or reduce the anticipated benefits of acquisitions to us and could impede the execution of our business strategy. In addition, we cannot be certain that the businesses we acquire will become or remain profitable.

**We, our business partners or our third-party vendors could experience a material failure or breach of a key information technology system, network, process or site:** We rely extensively on information technology (IT) systems to conduct business. In addition, we rely on networks and services, including internet sites, cloud and software-as-a-service solutions, data hosting and processing facilities and tools and other hardware, software (including open-source software) and technical applications and platforms, some of which are managed, hosted, provided and/or used by third parties or their vendors, to assist in conducting our business. Furthermore, numerous and evolving cybersecurity threats have posed, and will continue to pose, risks to the security of our IT systems, networks and product offerings, as well as the confidentiality, availability and integrity of our data. Emerging technologies such as generative AI may be used by malicious actors to create more targeted phishing narratives, spread disinformation about us or our products or otherwise strengthen social engineering capabilities. An increasing risk of civil unrest, political tensions, wars or other military conflicts may also impact the cybersecurity threat risk landscape. Some of our products, services, and information technology systems contain or use open-source software which poses particular risks, including potential security vulnerabilities, licensing compliance issues and quality issues. We, our customers and third-party hosting services have experienced, and expect to continue to experience, security breaches of, unauthorized access to, and disruptions of, products or systems. While such breaches, unauthorized access and disruptions have not had a material effect on us to date, we cannot guarantee that any future breach or unauthorized access will not be material and any breach or unauthorized access could impact the use of such products and systems and the security of information stored therein. Although we have made investments and expect to continue to make investments seeking to address these threats, including monitoring of networks and systems, use of AI, hiring of experts, employee training, security policies for employees and third-party providers and designing, developing and maintaining processes and procedures to come into compliance with regulatory and legal enactments such as Section 524B of the Federal Food, Drug, and Cosmetic Act in the United States, the techniques used in these attacks change frequently and may be difficult to detect for periods of time and we may face difficulties in anticipating and implementing adequate preventative measures.

When cybersecurity or other technology related incidents occur, we follow our incident response protocols and address them in accordance with applicable governmental regulations and other legal requirements. Our response to these incidents and our investments to protect our product offerings and information technology infrastructure and data may not shield us from significant losses and potential liability or prevent any future interruption or breach of our systems. Moreover, given the increasing complexity and sophistication of the techniques used by threat actors to obtain unauthorized access or disable or degrade systems, a cyberattack could occur and persist for an extended period of time before being detected, and we may not anticipate these acts or mitigate them adequately or timely, which may compound damages before the incident is discovered or remediated. The extent of a particular cyber incident and the steps that we may need to take to investigate the incident may not be immediately clear, and it may take a significant amount of time before such investigation can be completed and full and reliable information about the incident is known. New regulations may require us to disclose information about a material cybersecurity incident before it has been resolved or fully investigated. Additionally, as threats continue to evolve and increase, and as the regulatory environment and customer requirements related to information security, data collection and use, and privacy become increasingly rigorous, we may be required to devote significant additional resources to modify and enhance our security controls and to identify and remediate any security vulnerabilities, which could adversely impact our net income. In addition, a significant number of our employees working remotely has exposed us, and may continue to expose us, to greater risks related to cybersecurity and cyber-liability.

Hardware and software failures or delays in our key information technology systems, networks, processes or sites could disrupt our operations, cause the loss of confidential information or otherwise adversely impact our business. Our systems, networks, processes and sites may be vulnerable to damage, disruptions and shutdown from a variety of sources, including malfunctions in maintenance updates or security patches, design defects, the age of the technology, network failures, modernization or other initiatives, human acts and natural disasters. For example, some of our information technology systems contain legacy third-party software components for which we depend on a layered security approach to protect against exploitation, which may not be effective. Any such damage or disruptions could also compromise the security of our information systems and networks. These issues can also arise as a result of failures by, or in the software or hardware of, third parties, including networks or service providers, with whom we do business and over whom we have limited or no control. Any disruption or failure of our systems, networks, processes or sites could have a material impact on our business and operations.

If our IT systems, networks or processes are damaged or cease to function properly for any reason, the networks, service providers, hardware or software we rely upon fail to function properly, or we or one of our third-party providers suffer a loss or disclosure of our business or stakeholder information due to any number of causes ranging from catastrophic events or power outages to improper data handling or security breaches or unauthorized access and our business continuity plans do not effectively address these failures on a timely basis, we may be exposed to reputational, competitive and business harm as well as litigation and regulatory action and fines, penalties and expenses related thereto.

**An inability to successfully manage the implementation of our new commercial global enterprise resource planning (ERP) system could adversely affect our operations and operating results:** We are in the process of implementing a new commercial ERP system. This system will replace many of our existing operating and financial systems. The implementation is a major undertaking, both financially and from a management and personnel perspective. Any material disruptions, delays or deficiencies in the design and implementation of our new ERP

system could adversely affect our ability to process orders, ship products, provide services and customer support, send invoices and track payments, fulfill contractual obligations or otherwise operate our business.

**We may be unable to attract, develop and retain executives and key employees:** Our sales, technical and other key personnel play an integral role in the development, marketing and selling of new and existing products. Our future performance also depends in large part on the continued services of our senior management. If we are unable to recruit, hire, develop and retain a talented, competitive workforce in our highly competitive industry, or if we are unable to plan effective succession for the future, we may not be able to meet our strategic business objectives. Inflationary pressures, labor demand and shortages and other macroeconomic factors have increased and could further increase the cost of labor and could harm our ability to recruit, hire and retain talented employees. In addition, increased unionization could negatively impact our labor costs and ability to create an engaging, connected culture, which could adversely affect our ability to recruit, hire, develop and retain a talented, competitive workforce. Further, if we are unable to maintain competitive and equitable compensation and benefit programs, including incentive programs which reward financial and operational performance, our ability to recruit, hire, engage, motivate and retain talent could be negatively affected. Additionally, if we are unable to maintain an inclusive culture that aligns our workforce with our mission and values, it could adversely impact our ability to recruit, hire, develop and retain key talent. Further, our remote and hybrid work practices, and ability to provide flexible and alternative work arrangements may not meet the needs or expectations of our employees, including senior management or other key employees, which could negatively impact our ability to attract and retain highly skilled employees, or may harm our culture and/or decrease employee engagement, which could adversely impact our ability to recruit, hire, develop and retain a talented, competitive workforce.

Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving executives and other key employees could hinder our strategic planning and execution. Changes in our management team may be disruptive to our business, and any failure to successfully integrate key new hires or promoted employees could adversely affect our business and results of operations. The loss of the services of any of our senior management or other key personnel, or our inability to attract highly qualified senior management and other key personnel, could harm our business. Our ability to execute our business strategy could be impaired if we are unable to replace such persons timely. In addition, recent legal and regulatory changes affect our ability to enforce post-termination obligations from certain employees with respect to non-competition, non-solicitation and protection of confidential information. This may negatively impact our ability to retain employees and protect our information and relationships with customers and other third parties.

**Interruption of manufacturing operations could adversely affect our business:** We and our suppliers have manufacturing and supply sites all over the world. However, the manufacturing of certain of our product lines is concentrated in one or more plants or geographic regions. We have principal manufacturing and distribution facilities in the United States in Arizona, California, Florida, Illinois, Indiana, Michigan, Minnesota, New Jersey, Puerto Rico, Tennessee, Texas, Utah and Washington, and outside the United States in China, France, Germany, Ireland, Mexico, the Netherlands, Poland, Switzerland and Turkey. Damage to our facilities, to our suppliers' or service providers' facilities, or to our central distribution centers as a result of natural disasters, fires, explosions or otherwise, as well as issues in our manufacturing arising from a failure to follow specific internal protocols and procedures, compliance concerns relating to the quality systems regulation, equipment breakdown or malfunction, IT system failures or cybersecurity incidents, environmental hazard incidents or changes to environmental regulations or other factors, could adversely affect the availability of our products. In the event of an interruption in manufacturing, we may be unable to move quickly to alternate means of producing and distributing affected products to meet customer demand. In the event of a significant interruption, we may experience lengthy delays in resuming production or distribution of affected products due to the need for regulatory approvals, and we may experience loss of market share, additional expense and harm to our reputation.

**Our insurance program may not be adequate to cover future losses:** We maintain third-party insurance to cover our exposure to certain property and casualty losses and are self-insured for claims and expenses related to other property and casualty losses, including product liability, intellectual property infringement and enforcement, environmental, and cybersecurity and data privacy losses. We manage a portion of our exposure to self-insured losses through a wholly-owned captive insurance company. Insurance coverage limits provided by third-party insurers and/or our captive insurance company may not be sufficient to fully cover certain losses we may experience.

**We have experienced, and may continue to experience, a significant and unpredictable need to adjust our operations as market demand for certain of our products has shifted and continues to shift or as may be mandated by governmental authorities:** Some of our products are particularly sensitive to reductions in elective medical procedures. It is not possible to predict whether elective medical procedures will be suspended or reduced in the future and, to the extent individuals and customers are required to delay or cancel elective procedures, our business, cash flows, financial condition and results of operations could be negatively affected. Further, our customers have experienced, and may continue to experience, staffing shortages that may result in decreased demand for our products, which could negatively affect our business and financial results.

Unpredictable increases in demand for certain of our products have exceeded in the past, and could exceed in the future, our capacity to meet such demand timely, which could adversely affect our customer relationships and result in negative publicity. In this regard, the accelerated development and production of products and services to address medical and other requirements could increase the risk of regulatory enforcement actions, product defects or related claims or reputational harm, among other things.

**Our use of AI and other emerging technologies could adversely impact our business and financial results:** We have begun to deploy AI and other emerging technologies in various facets of our operations and products and we continue to explore further use cases. The rapid advancement of these technologies presents opportunities for us in research, manufacturing, commercialization, and other business endeavors, but also entails risks, including that AI-generated content, analyses, or recommendations we utilize could be deficient, that our competitors may more quickly or effectively adopt AI capabilities, or that our use of AI or other emerging

technologies increases regulatory, cybersecurity and other significant risks. In addition, any disruption or failure in the AI functionality we incorporate into our business activities, products or services could adversely impact our business or result in delays or errors in our product offerings. The legal and regulatory landscape surrounding AI technologies is rapidly evolving and uncertain, including in the areas of intellectual property, cybersecurity and privacy and data protection. Compliance with new or changing laws, regulations or industry standards relating to AI may impose significant costs on us and limit our ability to effectively develop, deploy or use AI technologies. Furthermore, if we are unable to effectively manage the use of AI technologies by our employees and service providers, our confidential information, intellectual property and reputation could be put at risk. Failure to appropriately respond to this evolving landscape may result in reputational, competitive and business harm as well as litigation and regulatory action and fines, penalties and expenses related thereto.

**Pandemics and public health emergencies, and the fear thereof, have in the past materially adversely affected and could in the future materially adversely affect, our operations, supply chain, manufacturing, product distribution, customers and other business activities:**

Pandemics and public health emergencies, and the fear thereof, have in the past materially adversely affected and could in the future materially adversely affect, our operations, supply chain, manufacturing, product distribution, customers and other business activities:

In connection with prior pandemics, governmental authorities and private enterprises implemented, and may in the future implement in connection with another pandemic or public health emergency (or in response to the fear thereof), measures, such as travel bans and restrictions, quarantines, shelter-in-place orders and shutdowns. Our customers, global suppliers, distributors and manufacturing facilities have in the past been, and could in the future be, materially affected by restrictive measures implemented in response to a pandemic or public health emergency, which has in the past caused and could in the future cause them to be unable to hire and retain employees, distribute or use our products or provide required services. We have as a result experienced, and could in the future experience, delays in, or the suspension of, our manufacturing operations, sales activities, research and product development activities, regulatory work streams, clinical development programs and other important commercial functions, which may result in our inability to satisfy consumer demand for our products in a timely manner or at all and which could harm our reputation, future sales and profitability. The extent of any future pandemic or public health emergency's effect on our business and industry will depend on, among other things, the severity of the disease, the successful development, distribution and acceptance of vaccines for diseases, future resurgences and/or the spread of disease variants, all of which are uncertain and difficult to predict. The COVID-19 pandemic materially impacted us, and any future pandemic or public health emergency could materially impact us and would heighten many of the other risks described in this report.

## LEGAL AND REGULATORY RISKS

**Current economic and political conditions make tax rules in jurisdictions subject to significant change:** Our future results of operations could be affected by changes in the effective tax rate as a result of changes in tax laws, regulations and judicial rulings. We are continuing to evaluate the impact of tax reform in the countries in which we operate as new guidance is published and new regulations are adopted. In addition, further changes in the tax laws could arise, including as a result of the base erosion and profit shifting project undertaken by the Organisation for Economic Cooperation and Development (OECD). The OECD, which represents a coalition of member countries, has put forth two proposed frameworks that revise the existing profit allocation and nexus rules (Pillar 1) and ensure a minimal level of taxation (Pillar 2), respectively, and several countries enacted tax legislation based on these frameworks. In January 2026 the OECD released Administrative Guidance containing the Side-by-Side system (SbS System) and introduced two new Pillar 2 safe harbors for multinationals headquartered in jurisdictions including the United States with eligible tax systems. The safe harbors must now be legislated domestically by each country with enacted Pillar 2 legislation impacted by the new OECD Administrative Guidance. These tax law changes and any additional contemplated tax law changes could impact tax expense in future periods.

**We could be negatively impacted by future changes in the allocation of income to each of the income tax jurisdictions in which we operate:** We operate in multiple income tax jurisdictions both in the United States and internationally. Accordingly, our management must determine the appropriate allocation of income to each jurisdiction based on current interpretations of complex income tax regulations. Income tax authorities regularly perform audits of our income tax filings. Income tax audits associated with the allocation of income and other complex issues, including inventory transfer pricing and cost sharing, product royalty and foreign branch arrangements, may require an extended period to resolve and may result in significant income tax adjustments including the assessment of additional income taxes, interest and penalties. For example, we received a final audit report and assessments from the German Federal Central Tax Office ("FCTO") related to audits of tax years 2010 through 2017. Although we intend to defend our filing positions through the FCTO independent appeals process and, if necessary, litigation, there can be no assurance that we will be successful. If the resolution of this matter results in additional German income taxes, we intend to seek associated foreign tax credits, but such credits may not be available on a timely basis or at all, or may not fully offset any additional liability. Any such outcome could materially adversely affect our business, financial condition and results of operations. See Note 11 to our Consolidated Financial Statements for more information.

**The impact of healthcare reform legislation on our business remains uncertain:** Several markets where we sell our products are making efforts to expand access to healthcare or health insurance coverage while decreasing costs. These efforts may have a direct or unintended negative impact on access to medical technology and could have a significant effect on our business. Both in the United States and internationally, governmental authorities may make legislative or administrative reforms to existing reimbursement programs, make adverse decisions relating to our products' coverage or reimbursement, or make changes to patient access to healthcare, all of which could adversely impact the demand for and usage of our products or the prices that our customers are willing to pay for them. We cannot predict what healthcare programs and regulations could ultimately be implemented at the federal or state level or the effect that any future legislation or regulation in the United States may have on our business. Similarly, we cannot predict the impact that healthcare reform legislation in other countries where we sell our products may have on our business.

**We are subject to extensive governmental regulation relating to the classification, manufacturing, sterilization, licensing, labeling, marketing and sale of our products:** The classification, manufacturing, sterilization, licensing, labeling, marketing and sale of our products are subject to extensive and evolving regulations and rigorous regulatory enforcement by the FDA, state governments, European Union and other governmental authorities in the United States and internationally. These governmental authorities may impose additional requirements or limits on the methods, procedures or agents we use to manufacture and sterilize our products, which could have a negative impact on our business. For example, governmental authorities in the United States and internationally have or are considering adopting regulations on the use of per- and polyfluoroalkyl substances. In addition, the process of obtaining licenses, regulatory clearances and/or approvals to market and sell our products can be costly and time consuming and the clearances and/or approvals might not be granted timely. We have ongoing responsibilities under the laws and regulations applicable to the manufacturing of products within our facilities and those contracted by third parties that are subject to periodic inspections by the FDA, state Boards of Pharmacy and other governmental authorities to determine compliance with the quality system, medical device reporting regulations and other requirements. We may also be subject to legal obligations in some countries that require disclosure or sharing of proprietary information. We incur significant costs to comply with regulations, including the MDR. If we fail to comply with applicable regulatory requirements, we may be subject to a range of sanctions, including substantial fines, warning letters that require corrective action, product seizures, recalls, import restrictions, the suspension of product manufacturing or sales, revocation of approvals, exclusion from future participation in government healthcare programs, substantial fines and criminal prosecution.

**We are subject to federal, state and foreign healthcare regulations, including anti-bribery, anti-corruption, anti-kickback and false claims laws, globally and could face substantial penalties if we fail to comply with such regulations and laws:** The relationships that we, and third parties that market and/or sell our products, have with healthcare professionals, such as physicians, hospitals, healthcare organizations and others, are subject to scrutiny under various state and federal laws often referred to collectively as healthcare fraud and abuse laws. In addition, the United States and foreign government regulators have increased the enforcement of the Foreign Corrupt Practices Act (FCPA) and other anti-bribery and anti-kickback laws. We also must comply with a variety of other laws that impose extensive tracking and reporting related to all transfers of value provided to certain healthcare professionals and others. These laws and regulations are broad in scope and are subject to evolving interpretation and we have in the past been, and in the future could be, required to incur substantial costs to investigate, audit and monitor compliance or to alter our practices. Violations or alleged violations of these laws have in the past resulted and could in the future result in investigations, litigation or government proceedings, and we have been and may in the future be subject to criminal or civil penalties and sanctions, including substantial fines, imprisonment of current or former employees and exclusion from participation in governmental healthcare programs. For example, in 2013 and 2018 we settled claims brought by the SEC related to the FCPA. Pursuant to these settlements, we paid fines and penalties and retained an independent compliance consultant. We continue to implement recommendations that resulted from the independent compliance consultant's review of our commercial practices to enhance our commercial business practices. In addition, as disclosed in our prior filings, we were previously contacted by the SEC, the United States Department of Justice, and other regulatory authorities involving whether certain business activities in certain foreign countries violated provisions of the FCPA and analogous local laws. We have completed our investigation into these matters. On April 1, 2025, and December 16, 2025, we were informed by the DOJ and SEC, respectively, that each agency had closed its inquiry. We are currently responding to inquiries by certain foreign authorities arising in the normal course of business, however, we do not expect these matters to have a material effect, if any, on our financial statements.

**We are subject to privacy, data protection and data security regulations and laws globally, and could face substantial penalties if we fail to comply with such regulations and laws:** We are subject to a variety of laws and regulations globally regarding privacy, data protection and data security, including those related to the collection, storage, handling, use, disclosure, transfer and security of personally identifiable healthcare information and the development and use of AI in sharing certain data. For example, in the United States, privacy and security regulations under the Health Insurance Portability and Accountability Act of 1996, including the expanded requirements under the Health Information Technology for Economic and Clinical Health Act of 2009, establish comprehensive standards with respect to the use and disclosure of protected health information (PHI), by covered entities, in addition to setting standards to protect the confidentiality, integrity and security of PHI. Regulators are also imposing new data privacy and security requirements, including new and greater monetary fines for privacy violations. For example, the European Union's General Data Protection Regulation (GDPR) established rules regarding the handling of personal data. Non-compliance with the GDPR may result in monetary penalties of up to 4% of total company revenue. Various government authorities within the United States and around the world have imposed or are considering similar types of laws and regulations, data breach reporting and penalties for non-compliance or unauthorized disclosure and increasing security requirements. These laws and regulations are broad in scope and are subject to evolving interpretation and enforcement and we have in the past been, and in the future could be, required to incur substantial costs to monitor compliance or to alter our practices. As new privacy-related laws and AI-related regulations are implemented, the time and resources needed for us to comply with such laws and regulations, as well as our potential liability for non-compliance and reporting obligations in the case of data breaches, have increased and may further increase.

**We may be adversely affected by product liability claims, unfavorable court decisions or legal settlements:** We are exposed to potential product liability risks inherent in the design, manufacture and marketing of medical devices, many of which are implanted in the human body for long periods of time or indefinitely. We are currently defendants in a number of product liability matters, including those relating to our Rejuvenate and ABGII Modular-Neck hip stems, LFIT Anatomic CoCr V40 Femoral Heads and the product liability lawsuits and claims relating to Wright Medical Group N.V. (Wright) legacy hip products discussed in Note 7 to our Consolidated Financial Statements. These matters are subject to uncertainties and outcomes are not predictable. Further, the European Representative Actions Directive (the Collective Redress Directive) mandates a class action regime in each EU member

state to facilitate domestic and cross-border class actions in a wide range of areas, including product liability claims with medical devices. The European Product Liability Directive was revised in 2024 and will become fully adopted into each member state's national laws by December 9, 2026. The revised Product Liability Directive and Collective Redress Directive exposes us to additional litigation risks and could result in significant legal expenses. In addition, we may incur significant legal expenses or reputational damage for product liability claims regardless of whether we are found to be liable.

**Intellectual property litigation and infringement claims could cause us to incur significant expenses or prevent us from selling certain of our products:** The medical device industry is characterized by extensive intellectual property litigation and, from time to time, we are the subject of claims of infringement or misappropriation. Regardless of the outcome, such claims are expensive to defend and divert management and operating personnel from other business issues. A successful claim or claims of patent or other intellectual property infringement against us could result in payment of significant monetary damages and/or royalty payments or negatively impact our ability to sell current or future products in the affected category.

**Dependence on intellectual proprietary rights and failing to protect such rights or to be successful in litigation related to such rights may impact offerings in our product portfolios:** Our long-term success largely depends on our ability to market technologically competitive products. If we fail to obtain or maintain adequate intellectual property protection, it could allow others to sell products that directly compete with proprietary features in our product portfolio. Also, our issued patents may be subject to claims challenging their validity and scope and raising other issues. In addition, currently pending or future patent applications may not result in issued patents and the expiration of patents may lead to a loss of exclusive rights and/or increased competition.

## MARKET RISKS

We have exposure to exchange rate fluctuations on cross border transactions and translation of local currency results into United States Dollars: We report our financial results in United States Dollars and approximately 24% of our net sales are denominated in foreign currencies, including the Australian Dollar, British Pound, Canadian Dollar, Euro and Japanese Yen. Cross border transactions with external parties, financing transactions in currencies other than the United States Dollar and intercompany relationships result in increased exposure to foreign currency exchange effects. While we use derivative instruments to manage the impact of currency exchange, our hedging strategies may not be successful, and our unhedged exposures continue to be subject to currency fluctuations. In addition, the weakening or strengthening of the United States Dollar results in favorable or unfavorable translation effects when the results of our foreign locations are translated into United States Dollars. Currency exchange rates continue to be volatile, and these currency fluctuations have affected, and may continue to affect, our results of operations.

**Additional capital that we may require in the future may not be available to us or may only be available to us on unfavorable terms, which could negatively affect our liquidity:** Our future capital requirements will depend on many factors, including operating requirements, current and future acquisitions and the need to refinance existing debt. Our ability to issue additional debt or enter into other financing arrangements on acceptable terms could be adversely affected by our debt levels, unfavorable changes in economic conditions or uncertainties that affect the capital markets. Changes in credit ratings issued by nationally recognized credit rating agencies could also adversely affect our access to and cost of financing. Higher borrowing costs or the inability to access capital markets could adversely affect our ability to support future growth and operating requirements. In addition, we have experienced, and could in the future experience, loss of sales and profits due to delayed payments or insolvency of healthcare professionals, hospitals and other customers and suppliers facing liquidity issues due to the current macroeconomic environment, type and number of conditions being treated or for other reasons. As a result, we may be compelled to take additional measures to preserve our cash flow, including through the reduction of operating expenses or suspension of dividend payments.

## ENVIRONMENTAL, SOCIAL AND GOVERNANCE RISKS

**We could be negatively impacted by evolving requirements and expectations related to corporate responsibility and sustainability-related matters, including those related to climate:** Governments, investors, customers, employees and other stakeholders have been focused on corporate responsibility practices and disclosures, and expectations in this area continue to rapidly evolve, including in diverging directions. On occasion, we announce new initiatives and make disclosures, including goals, relating to various corporate responsibility matters. Implementation of these initiatives involves risks and uncertainties, requires investments and depends in part on third-party performance or data that is outside our control. We cannot guarantee that we will achieve our announced corporate responsibility initiatives. If we fail or are perceived to have failed to achieve previously announced initiatives or goals, comply with corporate responsibility laws and regulations, meet evolving expectations or accurately disclose our progress, we could face legal and regulatory proceedings and our reputation, business, financial condition and results of operations could be adversely impacted. Furthermore, there is no guarantee that we will satisfy the evolving and diverging expectations of our various stakeholders on corporate responsibility matters, and a failure to satisfy the expectations of any key stakeholder group could result in, among other things, reduced demand for our products, reduced profits, increased investigations and litigation and an increased risk of reputational damage. If we are unable to satisfy evolving and diverging expectations on these matters, certain investors and other stakeholders may conclude that our policies and/or actions with respect to corporate responsibility matters are inadequate or undesirable.

**Physical weather events, as well as legal, regulatory or market measures related to environmental, climate and other sustainability matters, could adversely affect our operations and operating results:** Weather-related events and evolving environmental conditions may result in operational, supply chain and infrastructure disruptions. Such events, including hurricanes, tornadoes, wildfires, droughts, extreme temperatures, flooding, and other natural disasters, could damage our facilities and products, or those of our suppliers, disrupt manufacturing and distribution, reduce workforce availability, increase raw material and component costs, increase liabilities, or adversely affect the operations of hospitals, medical care facilities and other customers, any of which could negatively impact our results of operations. In addition, sustainability-related matters continue to be the subject of regulatory, legal and market attention. Regulatory requirements and enforcement approaches may evolve, differ by jurisdiction, or change over time, including through the adoption, modification, interpretation, or enforcement

of environmental laws and regulations. Such developments may increase compliance costs, create uncertainty, affect raw material availability and sourcing, require operational changes, or otherwise adversely affect our manufacturing, supply chain, distribution activities or operating results.

## ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

## ITEM 1C. CYBERSECURITY.

### RISK MANAGEMENT AND STRATEGY

We review cybersecurity risk as part of our overall enterprise risk management program. This ensures that cybersecurity risk management remains a top priority in our business strategy and operations.

### MANAGEMENT'S ROLE IN MANAGING RISK

Primary management responsibility for assessing, monitoring and managing our cybersecurity risks rests with our chief information security officer ("CISO"). Our current CISO has over 30 years of experience in information technology and cybersecurity in the United States military, retail and healthcare sectors and oversees our team of cybersecurity professionals. The CISO is regularly informed about recent developments in cybersecurity, including potential threats and innovative risk management techniques.

The CISO implements and oversees processes for the regular monitoring of our information systems. We use various tools and methodologies to manage cybersecurity risk that are tested regularly. We also monitor and evaluate our cybersecurity posture and performance on an ongoing basis through regular vulnerability scans, penetration tests and threat intelligence feeds. In addition, we engage third-party consultants to conduct annual cybersecurity assessments and to conduct audits for compliance with regulatory, Sarbanes-Oxley Act, Service Organization Control Type 2 and International Organization for Standardization standards. We also engage third parties to assess our cybersecurity maturity and risk management programs.

We use a cross-departmental approach to addressing cybersecurity risk, with our cybersecurity, product security and legal teams presenting quarterly on key topics to a committee of leaders in technology, legal, finance, regulatory and corporate affairs functions. This leadership committee meets quarterly to ensure that we have input and oversight from critical stakeholders into our cybersecurity program and evolving issues.

The CISO oversees a training and awareness program for employees to take part in protecting the Company against cybersecurity risks. We have implemented annual mandatory security education to help employees understand cybersecurity risks and comply with our cybersecurity policies. Additionally, we provide frequent communications around pertinent cybersecurity topics and policies to all employees. We also provide additional cybersecurity and data protection training to employees in certain roles.

As part of our cybersecurity risk management program, we also conduct cybersecurity, data protection, and privacy assessments on all third parties who integrate with Stryker's data, network, systems and products. We use a combination of internal and external tools to confirm that these third parties meet our security requirements. We leverage standard industry threat model and privacy impact assessment concepts to confirm that data minimization and adequate data protections are in place. We perform supplemental reviews as necessary, commensurate with the risk associated with each vendor.

In the event of a cybersecurity incident, we have an incident response plan that includes immediate actions to mitigate the impact and long-term strategies for remediation and prevention of future incidents. The cybersecurity and product security teams routinely practice this plan with functions across the organization. We conduct tabletop exercises with senior management, during which we practice the procedures in place to ensure that potentially material cybersecurity risks and incidents are escalated to management and the Board of Directors where applicable.

### GOVERNANCE

Cybersecurity risks are overseen by the full Board of Directors and the Audit Committee. The Audit Committee is central to the Board of Directors' oversight of cybersecurity risks and bears the primary responsibility for overseeing cybersecurity risk. The Audit Committee actively participates in strategic decisions related to cybersecurity, offering guidance and approval for major cybersecurity initiatives. This involvement ensures that cybersecurity considerations are integrated into our broader strategic objectives.

Our CISO provides comprehensive updates to the Audit Committee at least three times a year and the full Board of Directors periodically. These briefings include a range of topics, including:

- Current cybersecurity landscape and emerging threats;
- Status of ongoing cybersecurity initiatives and strategies;
- Incident reports and learnings from any cybersecurity events;
- Metrics demonstrating company and industry-standard prevention of common threats; and
- Regulatory changes impacting cybersecurity requirements and strategy.

The Board of Directors is aware of the critical nature of managing risks associated with cybersecurity threats and is actively engaged in our cybersecurity risk management strategy.

### RISKS FROM CYBERSECURITY THREATS

Although cybersecurity risks have not materially affected us, including our business strategy, results of operations or financial condition, to date, we face numerous and evolving cybersecurity threats in our business. For more information about the cybersecurity risks we face, see the risk factor entitled "We, our business partners or our third-party vendors could experience a material failure or breach of a key information technology system, network, process or site" in Item 1A. Risk Factors.

## ITEM 2. PROPERTIES.

We have approximately 27 company-owned and 306 leased locations worldwide including 55 manufacturing locations. We believe that our properties are in good operating condition and adequate for the manufacture and distribution of our products. We do not anticipate difficulty in renewing existing leases as they expire or in finding alternative facilities.

## ITEM 3. LEGAL PROCEEDINGS.

We are involved in various ongoing proceedings, legal actions and claims arising in the normal course of our business, including proceedings related to product, labor, tax, intellectual property and other matters. Refer to Notes 7 and 11 to our Consolidated Financial Statements for further information.

## ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

## PART II

### ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Our common stock is traded on the New York Stock Exchange under the symbol SYK.

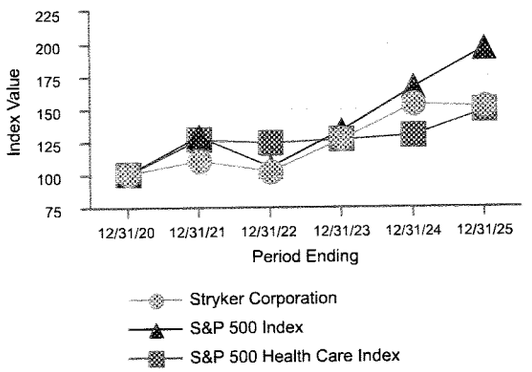
Our Board of Directors considers payment of cash dividends at its quarterly meetings. On January 31, 2026 there were 2,323 shareholders of record of our common stock.

We did not repurchase any shares in the three months ended December 31, 2025 and the total dollar value of shares that could be acquired under our authorized repurchase program at December 31, 2025 was $1,033.

In the fourth quarter 2025 we did not issue shares of our common stock as performance incentive awards to employees. When issued, these shares are not registered under the Securities Act of 1933 based on the conclusion that the awards are not events of sale within the meaning of Section 2(a)(3) of the Act.

The following graph compares our total returns (including reinvestment of dividends) against the Standard & Poor's (S&P) 500 Index and the S&P 500 Health Care Index. The graph assumes $100 (not in millions) invested on December 31, 2020 in our common stock and each of the indices.

**COMPARISON OF CUMULATIVE FIVE YEAR TOTAL RETURN**




| Company / Index | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|
| **Stryker Corporation** | **$100.00** | **$110.22** | **$102.05** | **$126.33** | **$153.30** | **$151.03** |
| S&P 500 Index | $100.00 | $128.71 | $105.40 | $133.10 | $166.40 | $196.16 |
| S&P 500 Health Care Index | $100.00 | $126.13 | $123.67 | $126.21 | $129.46 | $148.36 |

## ITEM 6. SELECTED FINANCIAL DATA.

| Statement of Earnings Data | 2025 | 2024 | 2023 | 2022 | 2021 |
|---|---|---|---|---|---|
| **Net sales** | **$ 25,116** | **$ 22,595** | **$ 20,498** | **$ 18,449** | **$ 17,108** |
| Cost of sales | 9,051 | 8,155 | 7,440 | 6,871 | 6,140 |
| **Gross profit** | **$ 16,065** | **$ 14,440** | **$ 13,058** | **$ 11,578** | **$ 10,968** |
| Research, development and engineering expenses | 1,623 | 1,466 | 1,388 | 1,454 | 1,235 |
| Selling, general and administrative expenses | 8,651 | 7,685 | 7,111 | 6,386 | 6,266 |
| Amortization of intangible assets | 732 | 623 | 635 | 627 | 619 |
| Goodwill and other impairments | 170 | 977 | 36 | 270 | 264 |
| Total operating expenses | $ 11,176 | $ 10,751 | $ 9,170 | $ 8,737 | $ 8,384 |
| **Operating income** | **$ 4,889** | **$ 3,689** | **$ 3,888** | **$ 2,841** | **$ 2,584** |
| Interest expense | (607) | (409) | (363) | (341) | (354) |
| Other income | 232 | 212 | 148 | 183 | 51 |
| **Earnings before income taxes** | **$ 4,514** | **$ 3,492** | **$ 3,673** | **$ 2,683** | **$ 2,281** |
| Income taxes | 1,268 | 499 | 508 | 325 | 287 |
| **Net earnings** | **$ 3,246** | **$ 2,993** | **$ 3,165** | **$ 2,358** | **$ 1,994** |
| | | | | | |
| **Net earnings per share of common stock:** | | | | | |
| Basic | $ 8.49 | $ 7.86 | $ 8.34 | $ 6.23 | $ 5.29 |
| Diluted | $ 8.40 | $ 7.76 | $ 8.25 | $ 6.17 | $ 5.21 |
| | | | | | |
| **Dividends declared per share of common stock** | **$ 3.400** | **$ 3.240** | **$ 3.050** | **$ 2.835** | **$ 2.585** |
| | | | | | |
| **Balance Sheet Data** | | | | | |
| Cash, cash equivalents and current marketable securities | $ 4,100 | $ 3,743 | $ 3,053 | $ 1,928 | $ 3,019 |
| Accounts receivable, net | 4,039 | 3,987 | 3,765 | 3,565 | 3,022 |
| Inventories | 5,310 | 4,774 | 4,843 | 3,995 | 3,314 |
| Property, plant and equipment, net | 3,876 | 3,448 | 3,215 | 2,970 | 2,833 |
| **Total assets** | **$ 47,844** | **$ 42,971** | **$ 39,912** | **$ 36,884** | **$ 34,631** |
| Accounts payable | 1,799 | 1,679 | 1,517 | 1,413 | 1,129 |
| Total debt | 15,859 | 13,597 | 12,995 | 13,048 | 12,479 |
| **Shareholders' equity** | **$ 22,420** | **$ 20,634** | **$ 18,593** | **$ 16,616** | **$ 14,877** |
| | | | | | |
| **Cash Flow Data** | | | | | |
| **Net cash provided by operating activities** | **$ 5,044** | **$ 4,242** | **$ 3,711** | **$ 2,624** | **$ 3,263** |
| Purchases of property, plant and equipment | 761 | 755 | 575 | 588 | 525 |
| Depreciation | 461 | 427 | 393 | 371 | 371 |
| Acquisitions, net of cash acquired | 4,960 | 1,628 | 390 | 2,563 | 339 |
| Amortization of intangible assets | 732 | 623 | 635 | 627 | 619 |
| Payments of dividends | 1,284 | 1,219 | 1,139 | 1,051 | 950 |
| | | | | | |
| **Other Data** | | | | | |
| Number of shareholders of record | 2,334 | 2,520 | 2,518 | 2,533 | 2,551 |
| Approximate number of employees | 56,000 | 53,000 | 52,000 | 51,000 | 46,000 |

**Dollar amounts in millions except per share amounts or as otherwise specified.**

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

### About Stryker

Stryker is a global leader in medical technologies and, together with our customers, we are driven to make healthcare better. We offer innovative products and services in MedSurg, Neurotechnology, and Orthopaedics that help improve patient and healthcare outcomes. Alongside our customers around the world, we impact more than 150 million patients annually. Our goal is to achieve sales growth at the high-end of the medical technology (MedTech) industry and maintain our long-term capital allocation strategy that prioritizes: (1) Acquisitions, (2) Dividends and (3) Share repurchases.

We segregate our operations into two reportable business segments: (i) MedSurg and Neurotechnology and (ii) Orthopaedics. MedSurg and Neurotechnology products include surgical equipment and navigation systems (Instruments), endoscopic and communications systems (Endoscopy), patient handling, emergency medical equipment and intensive care disposable products (Medical), minimally invasive products for the treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism (Vascular), a comprehensive line of products for traditional brain and open skull-based surgical procedures; orthobiologic and biosurgery products, including synthetic bone grafts and vertebral augmentation products (Neuro Cranial). Orthopaedics products consist primarily of implants used in hip and knee joint replacements and trauma and extremity surgeries.

### Macroeconomic Environment

In 2025 the United States government has announced new tariffs on goods imported into the United States from dozens of countries, including China and the European Union member states. In response, governments have threatened or imposed reciprocal tariffs or taken other measures, and the United States is in the process of negotiating with certain governments. We continue to monitor and evaluate the situation. Tariffs are expected to continue to result in an increase in certain product costs or have adverse impacts on, among other things, demand for our products and supply chains. The overall macroeconomic and geopolitical environment, including tariffs or changes in trade policies, slower economic growth or recession, market volatility and inflation, and uncertainty regarding all of the foregoing, pose risks that could impact our business and results of operations. For more information about these risks, see Item 1A. "Risk Factors."

### Overview of 2025

In 2025 we achieved reported net sales growth of 11.2%. Excluding the impact of acquisitions and divestitures, sales grew 10.3% in constant currency. We reported net earnings of $3,246 and net earnings per diluted share of $8.40. Excluding the impact of certain items, we achieved adjusted net earnings[1] of $5,267 and adjusted net earnings per diluted share[1] of $13.63 representing growth of 11.8%.

We continued our capital allocation strategy by investing $4,960 in acquisitions and paying $1,284 in dividends to our shareholders.

In 2025 we completed various acquisitions for total consideration of $4,960, net of cash acquired. Refer to Note 6 to our Consolidated Financial Statements for further information.

In February 2025 we entered into a new revolving credit agreement that replaces our previous agreement dated October 2021. The primary changes included increasing the aggregate principal amount of the facility by $750 to $3,000 and extending the maturity date to February 25, 2030. On December 31, 2025 there were no borrowings outstanding under our revolving credit facility or our commercial paper program which allows for maturities up to 397 days from the date of issuance. The maximum amount of our commercial paper that can be outstanding at any time is $3,000.

In February 2025 we issued $500 of 4.550% senior unsecured notes due February 10, 2027, $700 of 4.700% senior unsecured notes due February 10, 2028, $800 of 4.850% senior unsecured notes due February 10, 2030 and $1,000 of 5.200% senior unsecured notes due February 10, 2035. In the second quarter 2025 we repaid $650 of 1.150% senior unsecured notes and in the fourth quarter 2025 we repaid $750 of 3.375% senior unsecured notes.

[1] Refer to "Non-GAAP Financial Measures" for a discussion of non-GAAP financial measures used in this report and a reconciliation to the most directly comparable GAAP financial measure.

## CONSOLIDATED RESULTS OF OPERATIONS

| | 2025 | 2024 | 2023 | Percent Net Sales 2025 | Percent Net Sales 2024 | Percent Net Sales 2023 | Percentage Change 2025 vs. 2024 | Percentage Change 2024 vs. 2023 |
|---|---|---|---|---|---|---|---|---|
| **Net sales** | **$ 25,116** | **$ 22,595** | **$ 20,498** | **100.0 %** | **100.0 %** | **100.0 %** | **11.2 %** | **10.2 %** |
| Gross profit | 16,065 | 14,440 | 13,058 | 64.0 | 63.9 | 63.7 | 11.3 | 10.6 |
| Research, development and engineering expenses | 1,623 | 1,466 | 1,388 | 6.5 | 6.5 | 6.8 | 10.7 | 5.6 |
| Selling, general and administrative expenses | 8,651 | 7,685 | 7,111 | 34.4 | 34.0 | 34.7 | 12.6 | 8.1 |
| Amortization of intangible assets | 732 | 623 | 635 | 2.9 | 2.8 | 3.1 | 17.5 | (1.9) |
| Goodwill and other impairments | 170 | 977 | 36 | 0.7 | 4.3 | 0.2 | nm | nm |
| Interest expense | (607) | (409) | (363) | (2.4) | (1.8) | (1.8) | 48.4 | 12.7 |
| Other income | 232 | 212 | 148 | 0.9 | 0.9 | 0.8 | 9.4 | 43.2 |
| Income taxes | 1,268 | 499 | 508 | nm | nm | nm | 154.1 | (1.8) |
| **Net earnings** | **$ 3,246** | **$ 2,993** | **$ 3,165** | **12.9 %** | **13.2 %** | **15.4 %** | **8.5 %** | **(5.4)%** |
| **Net earnings per diluted share** | **$ 8.40** | **$ 7.76** | **$ 8.25** | | | | **8.2 %** | **(5.9)%** |
| **Adjusted net earnings per diluted share[1]** | **$ 13.63** | **$ 12.19** | **$ 10.60** | | | | **11.8 %** | **15.0 %** |

nm - not meaningful

### *Geographic and Segment Net Sales*

| | 2025 | 2024 | 2023 | Percentage Change 2025 vs. 2024 As Reported | Percentage Change 2025 vs. 2024 Constant Currency | Percentage Change 2024 vs. 2023 As Reported | Percentage Change 2024 vs. 2023 Constant Currency |
|---|---|---|---|---|---|---|---|
| **Geographic:** | | | | | | | |
| United States | $ 19,006 | $ 16,943 | $ 15,257 | 12.2 % | 12.2 % | 11.0 % | 11.0 % |
| International | 6,110 | 5,652 | 5,241 | 8.1 | 6.4 | 7.9 | 9.8 |
| **Total** | **$ 25,116** | **$ 22,595** | **$ 20,498** | **11.2 %** | **10.7 %** | **10.2 %** | **10.7 %** |
| **Segment:** | | | | | | | |
| MedSurg and Neurotechnology | $ 15,647 | $ 13,518 | $ 12,163 | 15.7 % | 15.4 % | 11.1 % | 11.6 % |
| Orthopaedics | 9,469 | 9,077 | 8,335 | 4.3 | 3.8 | 8.9 | 9.4 |
| **Total** | **$ 25,116** | **$ 22,595** | **$ 20,498** | **11.2 %** | **10.7 %** | **10.2 %** | **10.7 %** |

### *Supplemental Net Sales Growth Information*

| | 2025 | 2024 | 2023 | Percentage Change 2025 vs. 2024 As Reported | Constant Currency | United States As Reported | International As Reported | International Constant Currency | Percentage Change 2024 vs. 2023 As Reported | Constant Currency | United States As Reported | International As Reported | International Constant Currency |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **MedSurg and Neurotechnology:** | | | | | | | | | | | | | |
| Instruments | $ 3,183 | $ 2,834 | $ 2,534 | 12.3 % | 11.9 % | 13.0 % | 9.5 % | 7.5 % | 11.9 % | 12.1 % | 12.5 % | 9.5 % | 10.6 % |
| Endoscopy | 3,807 | 3,389 | 3,068 | 12.3 | 12.3 | 12.2 | 12.8 | 12.4 | 10.5 | 11.0 | 11.1 | 7.7 | 10.7 |
| Medical | 4,204 | 3,852 | 3,459 | 9.1 | 8.8 | 10.0 | 4.8 | 2.8 | 11.4 | 11.7 | 14.6 | (2.0) | (0.3) |
| Vascular | 1,968 | 1,307 | 1,226 | 50.6 | 50.0 | 107.5 | 14.8 | 13.4 | 6.6 | 8.2 | 4.7 | 7.9 | 10.5 |
| Neuro Cranial | 2,485 | 2,136 | 1,876 | 16.3 | 15.9 | 16.5 | 15.5 | 13.1 | 13.9 | 14.1 | 15.0 | 8.7 | 10.2 |
| | $15,647 | $13,518 | $12,163 | 15.7 % | 15.4 % | 17.0 % | 11.3 % | 9.7 % | 11.1 % | 11.6 % | 12.7 % | 5.9 % | 7.9 % |
| **Orthopaedics:** | | | | | | | | | | | | | |
| Knees | $ 2,656 | $ 2,447 | $ 2,273 | 8.5 % | 8.2 % | 7.6 % | 11.0 % | 9.7 % | 7.6 % | 8.2 % | 6.7 % | 10.4 % | 12.2 % |
| Hips | 1,865 | 1,704 | 1,544 | 9.5 | 8.9 | 7.4 | 12.9 | 11.2 | 10.3 | 11.3 | 7.2 | 15.9 | 18.4 |
| Trauma and Extremities | 3,948 | 3,507 | 3,147 | 12.6 | 11.8 | 13.1 | 11.0 | 8.2 | 11.4 | 11.6 | 12.6 | 8.3 | 9.1 |
| Other | 815 | 712 | 658 | 14.5 | 14.0 | 18.2 | 5.3 | 3.6 | 8.1 | 9.6 | 7.3 | 10.1 | 15.4 |
| | 9,284 | 8,370 | 7,622 | 10.9 % | 10.3 % | 10.9 % | 11.0 % | 9.0 % | 9.8 % | 10.4 % | 9.3 % | 10.9 % | 12.8 % |
| Spinal Implants | 185 | 707 | 713 | (73.9) | (73.9) | (76.0) | (69.3) | (69.2) | (0.7) | (0.3) | (2.1) | 2.5 | 3.8 |
| | $ 9,469 | $ 9,077 | $ 8,335 | 4.3 % | 3.8 % | 4.3 % | 4.4 % | 2.6 % | 8.9 % | 9.4 % | 8.4 % | 10.2 % | 12.0 % |
| **Total** | **$25,116** | **$22,595** | **$20,498** | **11.2 %** | **10.7 %** | **12.2 %** | **8.1 %** | **6.4 %** | **10.2 %** | **10.7 %** | **11.0 %** | **7.9 %** | **9.8 %** |

### Consolidated Net Sales

Consolidated net sales in 2025 increased 11.2% as reported and 10.7% in constant currency, as foreign currency exchange rates positively impacted net sales by 0.5%. Excluding the 0.4% impact of acquisitions and divestitures, net sales in constant currency increased by 9.9% from increased unit volume and 0.4% due to higher prices. The unit volume increase was primarily due to higher shipments across all businesses.

Consolidated net sales in 2024 increased 10.2% as reported and 10.7% in constant currency, as foreign currency exchange rates negatively impacted net sales by 0.5%. Excluding the 0.5% impact of acquisitions and divestitures, net sales in constant currency increased by 9.1% from increased unit volume and 1.1% due to higher prices. The unit volume increase was due to higher shipments across all MedSurg and Neurotechnology businesses and most Orthopaedics businesses.

### MedSurg and Neurotechnology Net Sales

MedSurg and Neurotechnology net sales in 2025 increased 15.7% as reported and 15.4% in constant currency, as foreign currency exchange rates positively impacted net sales by 0.3%. Excluding the 4.7% impact of acquisitions and divestitures, net sales in constant currency increased by 10.0% from increased unit volume and 0.7% due to higher prices. The unit volume increase was due to higher shipments across all MedSurg and Neurotechnology businesses.

MedSurg and Neurotechnology net sales in 2024 increased 11.1% as reported and 11.6% in constant currency, as foreign currency exchange rates negatively impacted net sales by 0.5%. Excluding the 0.4% impact of acquisitions and divestitures, net sales in constant currency increased by 9.5% from increased unit volume and 1.7% due to higher prices. The unit volume increase was due to higher shipments across all MedSurg and Neurotechnology businesses.

### Orthopaedics Net Sales

Orthopaedics net sales in 2025 increased 4.3% as reported and 3.8% in constant currency, as foreign currency exchange rates positively impacted net sales by 0.5%. Excluding the 5.7% impact of acquisitions and divestitures, net sales in constant currency increased by 9.6% from increased unit volume partially offset by 0.1% due to lower prices. The unit volume increase was due to higher shipments across most Orthopaedics businesses.

Orthopaedics net sales in 2024 increased 8.9% as reported and 9.4% in constant currency, as foreign currency exchange rates negatively impacted net sales by 0.5%. Excluding the 0.7% impact of acquisitions and divestitures, net sales in constant currency increased by 8.7% from increased unit volume. The unit volume increase was due to higher shipments across all Orthopaedics businesses.

### Gross Profit

Gross profit was $16,065, $14,440 and $13,058 in 2025, 2024, and 2023. The key components of the change were:

| | Gross Profit Percent Net Sales |
|---|---|
| **2023** | **63.7 %** |
| Sales pricing | 40 bps |
| Volume and mix | 60 bps |
| Manufacturing and supply chain costs | (40) bps |
| Inventory stepped up to fair value | (20) bps |
| Structural optimization and other special charges | (20) bps |
| **2024** | **63.9 %** |
| Sales pricing | 10 bps |
| Volume and mix | 70 bps |
| Manufacturing and supply chain costs | 0 bps |
| Inventory stepped up to fair value | (60) bps |
| Structural optimization and other special charges | (10) bps |
| **2025** | **64.0 %** |

Gross profit as a percentage of net sales increased to 64.0% in 2025 from 63.9% in 2024 primarily due to higher sales pricing and favorable volume partially offset by higher amortization of inventory stepped up to fair value.

Gross profit as a percentage of net sales increased to 63.9% in 2024 from 63.7% in 2023 due to higher sales pricing and favorable volume offset by higher manufacturing and supply chain costs primarily due to inflationary pressures impacting fixed and variable manufacturing costs as well as higher amortization of inventory stepped up to fair value.

While segment mix was not a significant driver of the change in gross profit as a percent of net sales between 2025, 2024 and 2023, we generally expect segment mix to have an unfavorable impact for the foreseeable future as we anticipate more rapid sales growth in our lower gross margin MedSurg and Neurotechnology segment than our Orthopaedics segment.

### Research, Development and Engineering Expenses

Research, development and engineering expenses as a percentage of net sales in 2025 of 6.5% remained flat with 2024.

Research, development and engineering expenses as a percentage of net sales in 2024 decreased to 6.5% from 6.8% in 2023 primarily due to lower spend on medical device regulations in the European Union.

### Selling, General and Administrative Expenses

Selling, general and administrative expenses as a percentage of net sales in 2025 increased to 34.4% from 34.0% in 2024 primarily due to higher acquisition-related costs and continued investments to support our growth. A charge of $139 for share-based awards for Inari employees that vested upon our acquisition is included in 2025.

Selling, general and administrative expenses as a percentage of net sales in 2024 decreased to 34.0% from 34.7% in 2023 primarily due to continued spend discipline and lower charges for structural optimization and certain legal matters partially offset by higher acquisition-related costs.

### Amortization of Intangible Assets

Amortization of intangible assets was $732, $623 and $635 in 2025, 2024 and 2023. These amounts include amortization related to intangible assets acquired in 2025 from Inari, 2024 from various acquisitions and 2023 from Cerus Endovascular Limited (Cerus). Refer to Notes 6 and 8 to our Consolidated Financial Statements for further information.

### Goodwill and Other Impairments

Goodwill and other impairments of $170, $977 and $36 were recorded in 2025, 2024 and 2023.

In 2024 we recorded goodwill impairment charges of $456 related to our Spine business and recognized an estimated loss of $362 as a result of classifying certain assets in our Spinal Implants business as held for sale. Refer to Notes 8 and 16 to our Consolidated Financial Statements for further information.

In 2025, 2024 and 2023 we recorded other impairments of $109, $159 and $36. Refer to Note 15 to our Consolidated Financial Statements for further information.

### Operating Income

Operating income was $4,889, $3,689 and $3,888 in 2025, 2024 and 2023. Operating income increased as a percentage of sales to 19.5% in 2025 from 16.3% in 2024 and increased from 19.0% in 2023. Refer to the comments above for discussion of the primary drivers of the change.

MedSurg and Neurotechnology operating income as a percentage of net sales increased to 29.9% in 2025 from 29.6% in 2024. MedSurg and Neurotechnology operating income as a percentage of net sales increased to 29.6% in 2024 from 28.5% in 2023. Orthopaedics operating income as a percentage of net sales increased to 29.8% in 2025 from 28.5% in 2024. Orthopaedics operating income as a percentage of net sales increased to 28.5% in 2024 from 27.2% in 2023. The key components of the change were:

| | Operating Income Percent Net Sales | |
|---|---|---|
| | MedSurg and Neurotechnology | Orthopaedics |
| **2023** | **28.5 %** | **27.2 %** |
| Sales pricing | 70 bps | 0 bps |
| Volume | 40 bps | 70 bps |
| Manufacturing and supply chain costs | (40) bps | (20) bps |
| Research, development and engineering expenses | 0 bps | 10 bps |
| Selling, general and administrative expenses | 40 bps | 70 bps |
| **2024** | **29.6 %** | **28.5 %** |
| Sales pricing | 30 bps | 0 bps |
| Volume | 90 bps | 30 bps |
| Manufacturing and supply chain costs | 80 bps | (90) bps |
| Research, development and engineering expenses | (30) bps | 50 bps |
| Selling, general and administrative expenses | (140) bps | 140 bps |
| **2025** | **29.9 %** | **29.8 %** |

The increase in MedSurg and Neurotechnology operating income as a percentage of net sales in 2025 from 2024 was primarily driven by higher unit volumes and prices, and lower manufacturing and supply chain costs partially offset by higher selling, general and administrative expenses due to the acquisition of Inari.

The increase in MedSurg and Neurotechnology operating income as a percentage of net sales in 2024 from 2023 was primarily driven by higher unit volumes, higher prices and a decrease in selling, general and administrative expenses as a percentage of sales partially offset by higher manufacturing and supply chain costs.

The increase in Orthopaedics operating income as a percentage of net sales for 2025 from 2024 was primarily by driven lower selling, general and administrative expenses and higher unit volumes partially offset by higher manufacturing and supply chain costs.

The increase in Orthopaedics operating income as a percentage of net sales for 2024 from 2023 was primarily driven by higher sales volumes and a decrease in selling, general and administrative expenses as a percentage of sales partially offset by higher manufacturing and supply chain costs.

### Interest Expense

Interest expense was $607, $409 and $363 in 2025, 2024 and 2023. The increase in 2025 from 2024 was due to increased interest expense from our 2025 debt issuances. The increase in 2024 from 2023 was primarily due to the impact of additional interest expense from our 2024 debt issuances.

### Other Income

Other income was $232, $212 and $148 in 2025, 2024 and 2023. The increase in 2025 from 2024 was primarily due to higher interest income in 2025. The increase in 2024 from 2023 was primarily due to higher interest income.

### Income Taxes

Our effective tax rate was 28.1%, 14.3% and 13.8% for 2025, 2024 and 2023. The effective income tax rate for 2025 increased from 2024 due to the 2025 tax effect of transfers of intellectual property between tax jurisdictions and the 2024 tax effect of the sale of the Spinal Implants business. The effective income tax rate for 2024 increased from 2023 due to the 2023 tax effect of transfers of intellectual property between tax jurisdictions offset by the 2024 tax effect of the sale of the Spinal Implants business.

Our future results of operations could be affected by changes in the effective tax rate as a result of changes in tax laws, regulations and judicial rulings. We are continuing to evaluate the impact of tax reform in the countries in which we operate as new guidance is published and new regulations are adopted. In addition, further changes in the tax laws could arise, including as a result of the base erosion and profit shifting project undertaken by the Organisation for Economic Cooperation and Development (OECD). The OECD, which represents a coalition of member countries, has put forth two proposed frameworks that revise the existing profit allocation and nexus rules (Pillar 1) and ensure a minimal level of taxation (Pillar 2), respectively, and several countries enacted tax legislation based on these frameworks. In January 2026, the OECD released Administrative Guidance containing the SbS System and introduced two new Pillar 2 safe harbors for multinationals headquartered in jurisdictions including the United States with eligible tax systems. The safe harbors must now be legislated domestically by each country with enacted Pillar 2 legislation impacted by the new OECD Administrative Guidance. These tax law changes and any additional contemplated tax law changes, could impact tax expense in future periods.

### Net Earnings

Net earnings for 2025 increased to $3,246 or $8.40 per diluted share from $2,993 or $7.76 per diluted share in 2024 and $3,165 or $8.25 per diluted share in 2023. Refer to the comments above for discussion of the primary drivers of the change.

### Non-GAAP Financial Measures

We supplement the reporting of our financial information determined under accounting principles generally accepted in the United States (GAAP) with certain non-GAAP financial measures, including percentage sales growth in constant currency; percentage organic sales growth; adjusted gross profit; adjusted selling, general and administrative expenses; adjusted research, development and engineering expenses; adjusted operating income; adjusted other income (expense), net; adjusted income taxes; adjusted effective income tax rate; adjusted net earnings; and adjusted net earnings per diluted share (Diluted EPS). We believe these non-GAAP financial measures provide meaningful information to assist investors and shareholders in understanding our financial results and assessing our prospects for future performance. Management believes percentage sales growth in constant currency and the other adjusted measures described above are important indicators of our operations because they exclude items that may not be indicative of or are unrelated to our core operating results and provide a baseline for analyzing trends in our underlying businesses. Management uses these non-GAAP financial measures for reviewing the operating results of reportable business segments and analyzing potential future business trends in connection with our budget process and bases certain management incentive compensation on these non-GAAP financial measures. To measure percentage sales growth in constant currency, we remove the impact of changes in foreign currency exchange rates that affect the comparability and trend of sales. Percentage sales growth in constant currency is calculated by translating current and prior year results at the same foreign currency exchange rate. To measure percentage organic sales growth, we remove the impact of changes in foreign currency exchange rates, acquisitions and divestitures, which affect the comparability and trend of sales. Percentage organic sales growth is calculated by translating current year and prior year results at the same foreign currency exchange rates excluding the impact of acquisitions and divestitures. To measure earnings performance on a consistent and comparable basis, we

exclude certain items that affect the comparability of operating results and the trend of earnings. The income tax effect of each adjustment was determined based on the tax effect of the jurisdiction in which the related pre-tax adjustment was recorded. These adjustments are irregular in timing and may not be indicative of our past and future performance. The following are examples of the types of adjustments that may be included in a period:

1. *Acquisition and integration-related costs.* Costs related to integrating recently acquired businesses (e.g., costs associated with the termination of sales relationships, employee retention and workforce reductions, manufacturing integration costs and other integration-related activities), changes in the fair value of contingent consideration, amortization of inventory stepped-up to fair value, specific costs (e.g., deal costs and costs associated with legal entity rationalization) related to the consummation of the acquisition process and legal entity rationalization and acquisition-related tax items.
2. *Amortization of purchased intangible assets.* Periodic amortization expense related to purchased intangible assets.
3. *Structural optimization and other special charges.* Costs associated with employee retention and workforce reductions, the closure or transfer of manufacturing and other facilities (e.g., site closure costs, contract termination costs and redundant employee costs during the work transfers), product line exits (primarily inventory, long-lived asset and specifically-identified intangible asset write-offs), certain long-lived and intangible asset write-offs and impairments and other charges.
4. *Medical device regulations.* Costs specific to updating our quality system, product labeling, asset write-offs and product remanufacturing to comply with the new medical device reporting regulations and other requirements of the European Union.
5. *Recall-related matters.* Changes in our best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within a range is not known, to resolve the Rejuvenate, LFIT V40, Wright legacy hip products and other product recalls.
6. *Regulatory and legal matters.* Changes in our best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within a range is not known, to resolve certain regulatory or other legal matters and the amount of favorable awards from settlements.
7. *Tax matters.* Impact of accounting for certain significant and discrete tax items.

Because non-GAAP financial measures are not standardized, it may not be possible to compare these financial measures with other companies' non-GAAP financial measures having the same or similar names. These adjusted financial measures should not be considered in isolation or as a substitute for reported sales growth, gross profit, selling, general and administrative expenses, research, development and engineering expenses, operating income, other income (expense), net, income taxes, effective income tax rate, net earnings and net earnings per diluted share, the most directly comparable GAAP financial measures. These non-GAAP financial measures are an additional way of viewing aspects of our operations when viewed with our GAAP results and the reconciliations to corresponding GAAP financial measures at the end of the discussion of Consolidated Results of Operations below. We strongly encourage investors and shareholders to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure.

The weighted-average diluted shares outstanding used in the calculation of adjusted net earnings per diluted share are the same as those used in the calculation of reported net earnings per diluted share for the respective period.

## Reconciliation of the Most Directly Comparable GAAP Financial Measure to Non-GAAP Financial Measure

| 2025 | Gross Profit | Selling, General & Administrative Expenses | Research, Development & Engineering Expenses | Operating Income | Other Income (Expense), Net | Income Taxes | Net Earnings | Effective Tax Rate | Diluted EPS |
|---|---|---|---|---|---|---|---|---|---|
| **Reported** | **$ 16,065** | **$ 8,651** | **$ 1,623** | **$ 4,889** | **$ (375)** | **$ 1,268** | **$ 3,246** | **28.1 %** | **$ 8.40** |
| Acquisition and integration-related costs: | | | | | | | | | |
| Inventory stepped-up to fair value | 173 | — | — | 173 | — | 42 | 131 | 0.3 | 0.34 |
| Other acquisition and integration-related (a) | 24 | (296) | (15) | 335 | — | 36 | 299 | (0.3) | 0.78 |
| Amortization of purchased intangible assets | — | — | — | 732 | — | 151 | 581 | 0.9 | 1.49 |
| Structural optimization and other special charges (b) | 74 | (113) | (4) | 191 | (27) | 24 | 140 | — | 0.37 |
| Goodwill and other impairments (c) | — | — | — | 170 | — | 50 | 120 | 0.5 | 0.31 |
| Medical device regulations (d) | 1 | — | (37) | 38 | — | 8 | 30 | 0.1 | 0.08 |
| Recall-related matters (e) | 54 | (4) | — | 58 | — | 10 | 48 | — | 0.12 |
| Regulatory and legal matters (f) | — | (17) | — | 17 | — | 5 | 12 | — | 0.03 |
| Tax matters (g) | — | — | — | — | — | (660) | 660 | (14.5) | 1.71 |
| **Adjusted** | **$ 16,391** | **$ 8,221** | **$ 1,567** | **$ 6,603** | **$ (402)** | **$ 934** | **$ 5,267** | **15.1 %** | **$ 13.63** |

| 2024 | Gross Profit | Selling, General & Administrative Expenses | Research, Development & Engineering Expenses | Operating Income | Other Income (Expense), Net | Income Taxes | Net Earnings | Effective Tax Rate | Diluted EPS |
|---|---|---|---|---|---|---|---|---|---|
| **Reported** | **$ 14,440** | **$ 7,685** | **$ 1,466** | **$ 3,689** | **$ (197)** | **$ 499** | **$ 2,993** | **14.3 %** | **$ 7.76** |
| Acquisition and integration-related costs: | | | | | | | | | |
| Inventory stepped-up to fair value | 46 | — | — | 46 | — | 12 | 34 | 0.2 | 0.09 |
| Other acquisition and integration-related (a) | — | (107) | (1) | 108 | — | 23 | 85 | 0.2 | 0.22 |
| Amortization of purchased intangible assets | — | — | — | 623 | — | 128 | 495 | 1.0 | 1.28 |
| Structural optimization and other special charges (b) | 59 | (77) | (2) | 138 | 1 | 29 | 110 | 0.3 | 0.29 |
| Goodwill and other impairments (c) | — | — | — | 977 | — | 125 | 852 | (0.6) | 2.21 |
| Medical device regulations (d) | 9 | — | (49) | 58 | — | 14 | 44 | 0.1 | 0.11 |
| Recall-related matters (e) | 11 | (29) | — | 40 | — | 10 | 30 | 0.1 | 0.08 |
| Regulatory and legal matters (f) | — | (36) | — | 36 | — | 7 | 29 | 0.1 | 0.08 |
| Tax matters (g) | — | — | — | — | — | (28) | 28 | (0.9) | 0.07 |
| **Adjusted** | **$ 14,565** | **$ 7,436** | **$ 1,414** | **$ 5,715** | **$ (196)** | **$ 819** | **$ 4,700** | **14.8 %** | **$ 12.19** |

| 2023 | Gross Profit | Selling, General & Administrative Expenses | Research, Development & Engineering Expenses | Operating Income | Other Income (Expense), Net | Income Taxes | Net Earnings | Effective Tax Rate | Diluted EPS |
|---|---|---|---|---|---|---|---|---|---|
| **Reported** | **$ 13,058** | **$ 7,111** | **$ 1,388** | **$ 3,888** | **$ (215)** | **$ 508** | **$ 3,165** | **13.8 %** | **$ 8.25** |
| Acquisition and integration-related costs: | | | | | | | | | |
| Inventory stepped-up to fair value | — | — | — | — | — | — | — | — | — |
| Other acquisition and integration-related (a) | — | (20) | — | 20 | — | (25) | 45 | (0.8) | 0.12 |
| Amortization of purchased intangible assets | — | — | — | 635 | — | 132 | 503 | 1.2 | 1.31 |
| Structural optimization and other special charges (b) | 39 | (130) | (1) | 170 | — | 38 | 132 | 0.4 | 0.34 |
| Goodwill and other impairments (c) | — | — | — | 36 | — | 9 | 27 | 0.1 | 0.08 |
| Medical device regulations (d) | 2 | — | (94) | 96 | — | 22 | 74 | 0.2 | 0.19 |
| Recall-related matters (e) | — | (18) | — | 18 | — | 4 | 14 | — | 0.04 |
| Regulatory and legal matters (f) | — | (92) | — | 92 | — | 29 | 63 | 0.4 | 0.16 |
| Tax matters (g) | — | — | — | — | (8) | (51) | 43 | (1.2) | 0.11 |
| **Adjusted** | **$ 13,099** | **$ 6,851** | **$ 1,293** | **$ 4,955** | **$ (223)** | **$ 666** | **$ 4,066** | **14.1 %** | **$ 10.60** |

(a) Charges represent certain acquisition and integration-related costs associated with acquisitions, including:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Termination of sales relationships | $ — | $ 4 | $ 5 |
| Employee retention and workforce reductions | 60 | 22 | 6 |
| Changes in the fair value of contingent consideration | 21 | 8 | (1) |
| Manufacturing integration costs | 19 | 3 | 2 |
| Stock compensation payments upon a change in control | 140 | 22 | — |
| Other integration-related activities | 95 | 49 | 8 |
| **Adjustments to Operating Income** | **$ 335** | **$ 108** | **$ 20** |
| Charges for acquisition-related tax provisions | — | — | — |
| Other income taxes related to acquisition and integration-related costs | 36 | 23 | (25) |
| **Adjustments to Income Taxes** | **$ 36** | **$ 23** | **$ (25)** |
| **Adjustments to Net Earnings** | **$ 299** | **$ 85** | **$ 45** |

(b) Structural optimization and other special charges represent the costs associated with:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Employee retention and workforce reductions | $ 55 | $ 23 | $ 69 |
| Closure/transfer of manufacturing and other facilities | 31 | 31 | 50 |
| Product line exits | 13 | 37 | 22 |
| Termination of sales relationships | 7 | 8 | — |
| Other charges | 85 | 39 | 29 |
| **Adjustments to Operating Income** | **$ 191** | **$ 138** | **$ 170** |
| **Adjustments to Other Income (Expense), Net** | **$ (27)** | **$ 1** | **$ —** |
| **Adjustments to Income Taxes** | **$ 24** | **$ 29** | **$ 38** |
| **Adjustments to Net Earnings** | **$ 140** | **$ 110** | **$ 132** |

(c) Goodwill and other impairments represent the costs associated with:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Goodwill impairments | $ — | $ 456 | $ — |
| Certain long-lived and intangible asset write-offs and impairments | 114 | 466 | 26 |
| Product line exits (e.g., long-lived asset and specifically-identified intangible asset write-offs) | 56 | 55 | 10 |
| **Adjustments to Operating Income** | **$ 170** | **$ 977** | **$ 36** |
| **Adjustments to Income Taxes** | **$ 50** | **$ 125** | **$ 9** |
| **Adjustments to Net Earnings** | **$ 120** | **$ 852** | **$ 27** |

(d) Charges represent the costs specific to updating our quality system, product labeling, asset write-offs and product remanufacturing to comply with the medical device reporting regulations and other requirements of the new medical device regulations in the European Union.

(e) Charges represent changes in our best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within a range is not known, to resolve certain recall-related matters.

(f) Charges represent changes in our best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within a range is not known, to resolve certain regulatory or other legal matters and the amount of favorable awards from settlements.

(g) Benefits / (charges) represent the accounting impact of certain significant and discrete tax items, including:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Adjustments related to the transfer of certain intellectual properties between tax jurisdictions | $ (718) | $ (185) | $ (89) |
| Certain tax audit settlements | — | (1) | 24 |
| Deferred tax benefit on outside basis related to the anticipated sale of the Spinal Implants business | — | 170 | — |
| Other tax matters | 58 | (12) | 14 |
| **Adjustments to Income Taxes** | **$ (660)** | **$ (28)** | **$ (51)** |
| Benefits for certain tax audit settlements | — | — | (9) |
| Other tax related adjustments | — | — | 1 |
| **Adjustments to Other Income (Expense), Net** | **$ —** | **$ —** | **$ (8)** |
| **Adjustments to Net Earnings** | **$ 660** | **$ 28** | **$ 43** |

## FINANCIAL CONDITION AND LIQUIDITY

| Net cash provided by (used in): | 2025 | 2024 | 2023 |
|---|---|---|---|
| Operating activities | $ 5,044 | $ 4,242 | $ 3,711 |
| Investing activities | (4,866) | (3,000) | (962) |
| Financing activities | 113 | (525) | (1,594) |
| Effect of exchange rate changes | 68 | (36) | (28) |
| **Change in cash and cash equivalents** | **$ 359** | **$ 681** | **$ 1,127** |

We believe our financial condition continues to be of high quality, as evidenced by our ability to generate substantial cash from operations and to readily access capital markets at competitive rates despite the current macroeconomic environment. Operating cash flow provides the primary source of cash to fund operating needs and capital expenditures. Excess operating cash is used first to fund acquisitions to complement our portfolio of businesses. Other discretionary uses include dividends and potentially share repurchases. We supplement operating cash flow with debt to fund our activities as necessary. Our overall cash position reflects our business results and a global cash management strategy that takes into account liquidity management, economic factors and tax considerations.

### Operating Activities

Cash provided by operating activities was $5,044, $4,242 and $3,711 in 2025, 2024 and 2023. The increase in 2025 was primarily due to higher cash earnings and working capital improvements. The increase in 2024 from 2023 was primarily due to higher cash earnings partially offset by changes in working capital.

### Investing Activities

Cash used in investing activities was $4,866, $3,000 and $962 in 2025, 2024 and 2023. Cash used in 2025 included cash paid for the acquisition of Inari, purchases of property, plant and equipment, partially offset by proceeds from the sale of short term investments and our Spinal Implants business. Cash used in 2024 included cash paid for various acquisitions and purchases of short-term investments partially offset by proceeds from other investing activities.

### Financing Activities

Cash provided by financing activities in 2025 was $113 and used in financing activities in 2024 and 2023 was $525 and $1,594. Cash provided by 2025 was primarily driven by dividend payments of $1,284 and repayments of $1,400 to pay off maturing senior unsecured notes. These repayments were offset by net proceeds of $2,979 from the issuance of senior unsecured notes as described in Note 10 to our Consolidated Financial statements. Cash used in 2024 was primarily driven by dividend payments of $1,219 and repayments of $2,039 to pay off maturing senior unsecured notes. These repayments were offset by net proceeds of $3,011 from issuance of senior unsecured notes.

We maintain debt levels that we consider appropriate after evaluating a number of factors including cash requirements for ongoing operations, investment and financing plans (including acquisitions and share repurchase activities) and overall cost of

capital. Refer to Note 10 to our Consolidated Financial Statements for further information.

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Dividends paid per common share | $ 3.36 | $ 3.20 | $ 3.00 |
| Total dividends paid to common shareholders | $ 1,284 | $ 1,219 | $ 1,139 |

### Liquidity

Cash, cash equivalents and marketable securities were $4,100 and $3,743, and our current assets exceeded current liabilities by $6,961 and $7,231 on December 31, 2025 and 2024. We anticipate being able to support our short-term liquidity and operating needs from a variety of sources including cash from operations, commercial paper and existing credit lines. We also have a revolving credit agreement maturing in February 2030 with an aggregate principal amount of $3,000.

We raised funds in the capital markets in the past and may continue to do so from time-to-time. We continue to have strong investment-grade short-term and long-term debt ratings that we believe should enable us to refinance our debt as needed.

Our cash, cash equivalents and marketable securities held in locations outside the United States was approximately 20% on December 31, 2025 and 2024.

### Guarantees and Other Off-Balance Sheet Arrangements

We do not have guarantees or other off-balance sheet financing arrangements, including variable interest entities, of a magnitude that we believe could have a material impact on our financial condition or liquidity.

## CONTRACTUAL OBLIGATIONS AND FORWARD-LOOKING CASH REQUIREMENTS

In 2025 we recorded charges for various legal matters as further described in Note 7 to our Consolidated Financial Statements. Recorded reserves represent the best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within the range is not known. The final outcome of these matters is dependent on many variables that are difficult to predict. The ultimate cost to entirely resolve these matters may be materially different from the amount of the current estimates and could have a material adverse effect on our financial position, results of operations and cash flows. We are not able to reasonably estimate the future periods in which payments will be made.

As further described in Note 11 to our Consolidated Financial Statements, on December 31, 2025 we had a reserve for uncertain income tax positions of $403. Due to uncertainties regarding the ultimate resolution of income tax audits, we are not able to reasonably estimate the future periods in which any income tax payments to settle these uncertain income tax positions will be made.

As further described in Note 12 to our Consolidated Financial Statements, on December 31, 2025 our defined benefit pension plans were underfunded by $269, of which approximately $268 related to plans outside the United States. Due to the rules affecting tax-deductible contributions in the jurisdictions in which the plans are offered and the impact of future plan asset performance, changes in interest rates and potential changes in legislation in the United States and other foreign jurisdictions, we are not able to reasonably estimate the amounts that may be required to fund defined benefit pension plans.

| *Contractual Obligations* | Total | 2026 | 2027-2028 | 2029-2030 | After 2030 |
|---|---|---|---|---|---|
| Debt repayments | $15,973 | $1,000 | $3,988 | $4,256 | $6,729 |
| Interest payments | 4,287 | 536 | 957 | 670 | 2,124 |
| Minimum lease payments | 524 | 164 | 212 | 93 | 55 |
| Other | 85 | 6 | 28 | 27 | 24 |
| **Total** | **$20,869** | **$1,706** | **$5,185** | **$5,046** | **$8,932** |

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

In preparing our financial statements in accordance with generally accepted accounting principles, there are certain accounting policies, which may require substantial judgment or estimation in their application. We believe these accounting policies and the others set forth in Note 1 to our Consolidated Financial Statements are critical to understanding our results of operations and financial condition. Actual results could differ from our estimates and assumptions, and any such differences could be material to our results of operations and financial condition.

### Income Taxes

Our annual tax rate is determined based on our income, statutory tax rates and the tax impacts of items treated differently for tax purposes than for financial reporting purposes. Tax law requires certain items be included in the tax return at different times than the items are reflected in the financial statements. Some of these differences are permanent, such as expenses that are not deductible in our tax return, and some differences are temporary and reverse over time, such as depreciation expense. These temporary differences create deferred tax assets and liabilities.

Deferred tax assets generally represent the tax effect of items that can be used as a tax deduction or credit in future years for which we have already recorded the tax benefit in our income statement. Deferred tax liabilities generally represent tax expense recognized in our financial statements for which payment was deferred, the tax effect of expenditures for which a deduction was taken in our tax return but has not yet been recognized in our financial statements or assets recorded at fair value in business combinations for which there was no corresponding tax basis adjustment.

Inherent in determining our annual tax rate are judgments regarding business plans, tax planning opportunities and expectations about future outcomes. Realization of certain deferred tax assets is dependent upon generating sufficient taxable income in the appropriate jurisdiction prior to the expiration of the carryforward periods. Although realization is not assured, management believes it is more likely than not that our deferred tax assets, net of valuation allowances, will be realized.

We operate in multiple jurisdictions with complex tax policy and regulatory environments. In certain of these jurisdictions, we may take tax positions that management believes are supportable but are potentially subject to successful challenge by the applicable taxing authority. These differences of interpretation with the respective governmental taxing authorities can be impacted by the local economic and fiscal environment. We evaluate our tax positions and establish liabilities in accordance with the applicable accounting guidance on uncertainty in income taxes. We review these tax uncertainties in light of changing facts and circumstances, such as the progress of tax audits, and adjust them accordingly. We have a number of audits in process in various jurisdictions. Although the resolution of these tax positions is uncertain, based on currently available information, we believe that it is more likely than not that the ultimate outcomes will not have a material adverse effect on our financial position, results of operations or cash flows.

Due to the number of estimates and assumptions inherent in calculating the various components of our tax provision, certain changes or future events, such as changes in tax legislation, geographic mix of earnings, completion of tax audits or earnings repatriation plans, could have an impact on those estimates and our effective tax rate.

We received a final audit report and assessments from the German Federal Central Tax Office (FCTO) related to the years 2010 through 2017 of $754 and expect to receive additional assessments of $11 based on the final audit report. We intend to defend our filing positions through the FCTO independent appeals process and/or litigation as necessary. If the resolution of this matter results in additional German income taxes, we expect to pursue a claim for associated foreign tax credits. Our unrecognized tax benefits associated with this matter remain unchanged from 2024. Refer to Note 11 to our Consolidated Financial Statements for further discussion.

**Acquisitions, Goodwill and Intangibles, and Long-Lived Assets**

Our financial statements include the operations of an acquired business starting from the completion of the acquisition. In addition, the assets acquired and liabilities assumed are recorded on the date of acquisition at their respective estimated fair values, with any excess of the purchase price over the estimated fair values of the net assets acquired recorded as goodwill.

Significant judgment is required in estimating the fair value of intangible assets and in assigning their respective useful lives. Accordingly, we typically obtain the assistance of third-party valuation specialists for significant items. The fair value estimates are based on available historical information and on future expectations and assumptions deemed reasonable by management but are inherently uncertain. We typically use an income method to estimate the fair value of intangible assets, which is based on forecasts of the expected future cash flows attributable to the respective assets. Significant estimates and assumptions inherent in the valuations reflect a consideration of other marketplace participants and include the amount and timing of future cash flows (including expected growth rates and profitability), the underlying product or technology life cycles, the economic barriers to entry and the discount rate applied to the cash flows. Unanticipated market or macroeconomic events and circumstances may occur that could affect the accuracy or validity of the estimates and assumptions.

Determining the useful life of an intangible asset also requires judgment. With the exception of certain trade names, the majority of our acquired intangible assets (e.g., certain trademarks or brands, customer and distributor relationships, patents and technologies) are expected to have determinable useful lives. Our assessment as to the useful lives of these intangible assets is based on a number of factors including competitive environment, market share, trademark, brand history, underlying product life cycles, operating plans and the macroeconomic environment of the countries in which the trademarked or branded products are sold. Our estimates of the useful lives of determinable-lived intangibles are primarily based on these same factors. Determinable-lived intangible assets are amortized to expense over their estimated useful life.

In some of our acquisitions, we acquire in-process research and development (IPRD) intangible assets. For acquisitions accounted for as business combinations, IPRD is considered to be an indefinite-lived intangible asset until the research is completed (then it becomes a determinable-lived intangible asset) or determined to have no future use (then it is impaired). For asset acquisitions, IPRD is expensed immediately unless there is an alternative future use.

Indefinite-lived intangible assets and goodwill are not amortized but are tested annually for impairment or whenever events or circumstances indicate such assets may be impaired. Our annual impairment testing date is October 31. When it is unlikely that an indefinite-lived intangible asset or goodwill of a reporting unit is impaired, we perform a qualitative assessment. For goodwill, that qualitative assessment may be periodically supplemented with a corroborative quantitative analysis.

When necessary, we perform a quantitative impairment test and determine the fair value of the indefinite-lived intangible asset or reporting unit using an income approach. For the quantitative impairment test of goodwill, when appropriate, we corroborate our concluded value under the income approach using a market approach that utilizes trading multiples derived from a peer set of similar companies. The income approach calculates the present value of estimated future cash flows and requires certain assumptions and estimates be made regarding market conditions and our future profitability. Considerable management judgment is necessary to evaluate the impact of operating and macroeconomic changes and to estimate future cash flows used to measure fair value. Assumptions used in our impairment evaluations, such as forecasted growth rates and cost of capital, are consistent with internal business plans. We believe such assumptions and estimates are also comparable to those that would be used by other marketplace participants.

We review our other long-lived assets for indicators of impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows, which is at the individual asset level or the asset group level. The undiscounted cash flows expected to be generated by the related assets are estimated over their useful life based on updated projections. If the evaluation indicates that the carrying amount of the assets may not be recoverable, any potential impairment is measured based upon the fair value of the related assets or asset group as determined by an appropriate market appraisal or other valuation technique. Assets classified as held for sale, if any, are recorded at the lower of carrying amount or fair value less costs to sell.

In our annual impairment test of goodwill as of October 31, 2024 we performed a quantitative assessment of the Spine reporting unit using a discounted cash flow analysis to estimate the fair value. The carrying value of the Spine reporting unit exceeded its fair value and a charge of $273 was recognized in goodwill and other impairments in our Consolidated Statements of Earnings. The impairment charge for the Spine reporting unit was driven by a decrease in future product demand due to the competitive environment and an increase in the Spine reporting unit's weighted average cost of capital.

During the fourth quarter 2024 management committed to a plan to sell certain assets associated with the Spinal Implants business (disposal group) and such assets were classified as held for sale beginning November 2024. We tested the net carrying amounts of other assets, such as working capital accounts, and determined that there was no impairment as the fair values of these assets approximated their carrying values.

Goodwill was allocated to the disposal group and the retained portion of the Spine reporting unit based on the relative fair values. Goodwill allocated to the disposal group was tested for impairment which resulted in an impairment charge of $183. As of

December 31, 2024, there was no goodwill remaining attributable to the Spinal Implants disposal group.

Finally we compared the carrying amount of the disposal group to the fair value less cost to sell. As a result, we recognized an estimated loss of $362 to record the disposal group at its fair value less cost to sell in goodwill and other impairments in our Consolidated Statements of Earnings.

In April 2025 we completed the sale of the disposal group to the Viscogliosi Brothers, LLC as further discussed in Note 16. In the first half of 2025 we recognized immaterial impairment charges to record the disposal group at its fair value less cost to sell within goodwill and other impairments in our Consolidated Statements of Earnings. The fair value of the disposal group and consideration received was measured using a discounted cash flow analysis based upon the selling price and unobservable inputs, such as market conditions and the rate used to discount the estimated future cash flows to their present value based on factors including the disposal group's cost of equity and market yield rates, which are Level 3 inputs. Consideration could increase by up to $57 or decrease by up to $245 based on the amount received.

With the acquisition of Inari in February 2025 discussed in Note 6 to our Consolidated Financial Statements, we established a new Peripheral Vascular reporting unit consisting of the acquired Inari business. Given the proximity of the impairment testing date to the date of acquisition, the fair value of this new reporting unit was not expected to exceed its carrying value by a significant amount. We performed a quantitative impairment test for our Peripheral Vascular reporting unit at October 31, 2025 and determined that its fair value exceeded its carrying amount by 12%. At October 31, 2025, goodwill attributable to this reporting unit was $3,203. The fair value of this reporting unit was determined using a discounted cash flow analysis, which is a form of the income approach. Significant inputs to the analysis included assumptions for future revenue growth, operating margin and the rate used to discount the estimated future cash flows to their present value, based on the reporting unit's estimated weighted average cost of capital. We believe our estimates are appropriate based upon current and future market conditions and the best information available at the impairment assessment date; however, future impairment charges could be required if we do not achieve our cash flow, revenue and profitability projections or if there is an increase in the weighted average cost of capital.

The assumptions used in the discounted cash flow analysis are subject to inherent uncertainties and subjectivity. The use of different assumptions, estimates or judgments with respect to the estimation of future cash flows and the determination of the discount rate used to reduce such estimated future cash flows to their net present value could materially affect the determination of any impairment charges. Hypothetical changes in our estimates of the discount rate, long-term revenue growth and long-term operating margin would result in impairment charges as follows:

| Change in selected assumption | Percentage decline in fair value | Impairment charge |
|---|---|---|
| 100 bps increase in discount rate | 14 % | $ 198 |
| 100 bps decrease in long-term revenue growth | 8 | — |
| 100 bps decrease in long-term operating margin | 2 | — |

We did not identify any factors in 2025 or 2024 that would lead us to believe that our other reporting units were at risk of a goodwill impairment. Accordingly, we performed qualitative assessments and concluded it was more likely than not that the fair values of those reporting units exceeded their respective carrying amounts.

In 2025 our qualitative assessment was supplemented with a corroborative quantitative analysis which indicated that the implied fair values of our other reporting units exceed their respective carrying amounts by at least 100%. Future changes in the judgments, assumptions and estimates that are used in our impairment testing for goodwill and indefinite-lived intangible assets, including discount rates and cash flow projections, could result in different estimates of fair value. A significant reduction in estimated fair values could result in impairment charges that could materially affect our results of operations.

### Legal and Other Contingencies

We are involved in various ongoing proceedings, legal actions and claims arising in the normal course of business, including proceedings related to product, labor, tax, intellectual property and other matters that are more fully described in Notes 7 and 11 to our Consolidated Financial Statements. The outcomes of these matters will generally not be known for prolonged periods of time. In certain of the legal proceedings, the claimants seek damages, as well as other compensatory and equitable relief, that could result in the payment of significant claims and settlements and/or the imposition of injunctions or other equitable relief. For legal matters for which management had sufficient information to reasonably estimate our future obligations, a liability representing management's best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within the range is not known, for the resolution of these legal matters is recorded. The estimates are based on consultation with legal counsel, previous settlement experience and settlement strategies. If actual outcomes are less favorable than those projected by management, additional expense may be incurred, which could unfavorably affect future operating results. We are currently self-insured for certain claims and expenses. The ultimate cost to us with respect to product liability claims could be materially different than the amount of the current estimates and accruals and could have a material adverse effect on our financial position, results of operations and cash flows.

### NEW ACCOUNTING PRONOUNCEMENTS

Refer to Note 1 to our Consolidated Financial Statements for further information.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We sell our products globally and, as a result, our operations and financial results could be significantly affected by market risk exposure from exchange rate risk. Our operating results are primarily exposed to changes in exchange rates among the United States Dollar, Australian Dollar, British Pound, Canadian Dollar, Euro and Japanese Yen. We develop and manufacture products in the United States, Canada, China, Costa Rica, France, Germany, India, Ireland, Israel, Mexico, Poland, Switzerland, Turkey and the United Kingdom and incur costs in the applicable local currencies. This global deployment of facilities serves to partially mitigate the impact of currency exchange rate changes on our cost of sales. Refer to Notes 1, 4 and 5 to our Consolidated Financial Statements for information regarding our use of derivative instruments to mitigate these risks. A hypothetical 10% change in foreign currencies relative to the United States Dollar would change the December 31, 2025 fair value of these instruments by approximately $449.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

### Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Stryker Corporation

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Stryker Corporation and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of earnings, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at 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 U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 11, 2026 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) 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.

**Uncertain Tax Positions**

*Description of the Matter*

As described in Note 11 to the consolidated financial statements, the Company is involved in various income tax matters for which the ultimate outcomes are uncertain. As of December 31, 2025, the Company had unrecognized tax benefits of $403. The Company received a final audit report and assessments from the German Federal Central Tax Office (FCTO) related to the years 2010 through 2017 of $754 and expect to receive additional assessments of $11 based on the final audit report.

Auditing management's evaluation of the uncertain tax positions associated with the FCTO tax assessments was especially challenging due to the level of subjectivity and significant judgment associated with the recognition and measurement of the tax positions.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's accounting process for uncertain tax positions. For example, we tested controls over management's identification of uncertain tax positions and its application of the recognition and measurement principles, including management's review of developments related to existing uncertain tax positions.

Our audit procedures included, among others, evaluating the assumptions the Company used to assess its uncertain tax positions and related unrecognized tax benefits. We evaluated evidence of management's assessment of the uncertain tax positions related to certain German tax matters. Including inspection of technical memos, inspection of the FCTO tax assessments, and written representations of management. We involved professionals with specialized skill and knowledge to assist in our evaluation of the tax technical merits of the Company's assessments, the amount of the potential benefits to be realized, and the application of relevant tax law. We also assessed the Company's disclosures of uncertain tax positions included in Note 11 related to this tax matter.

**Acquisitions**

*Description of the Matter*

As described in Note 6 to the consolidated financial statements, in 2025 the Company completed the acquisition of Inari Medical, Inc. (Inari) for total consideration of $4,810, net of cash acquired. The acquisition was accounted for as a business combination. Auditing the Company's fair value measurement of certain acquired developed technologies was complex and required significant auditor judgment due to the significant estimation uncertainty in determining the fair value of these intangible assets. The Company used an income approach to measure the developed technology intangible assets acquired. The significant assumptions used to estimate the fair value of the intangible assets included discount rates and certain assumptions that form the basis of the forecasted results, including revenue growth rates and profit margins.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of the controls over the identification and measurement of developed technologies. For example, we tested controls over the valuation of intangibles, including the valuation models and underlying assumptions used to develop such estimates.

To test the fair value measurement of developed technologies, we performed audit procedures that included, among others, evaluating the Company's use of the income approach and testing the significant assumptions used in the model, as described above. We involved our valuation specialists in assisting with the evaluation of methodologies used by the Company and significant assumptions included in the fair value measurements. For example, to evaluate the revenue growth rates and projected profit margins, we compared the amounts to historical results of the Company's business, as well as the acquired business' historical results, and current industry and market trends for those in which the Company operates and performed sensitivity analyses on key assumptions. We also evaluated the adequacy of the Company's disclosures included in Note 6 related to these acquisitions.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1974.
Grand Rapids, Michigan
February 11, 2026

**Stryker Corporation and Subsidiaries**

**CONSOLIDATED STATEMENTS OF EARNINGS**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| **Net sales** | **$ 25,116** | **$ 22,595** | **$ 20,498** |
| Cost of sales | 9,051 | 8,155 | 7,440 |
| **Gross profit** | **$ 16,065** | **$ 14,440** | **$ 13,058** |
| Research, development and engineering expenses | 1,623 | 1,466 | 1,388 |
| Selling, general and administrative expenses | 8,651 | 7,685 | 7,111 |
| Amortization of intangible assets | 732 | 623 | 635 |
| Goodwill and other impairments | 170 | 977 | 36 |
| Total operating expenses | $ 11,176 | $ 10,751 | $ 9,170 |
| **Operating income** | **$ 4,889** | **$ 3,689** | **$ 3,888** |
| Interest expense | (607) | (409) | (363) |
| Other income | 232 | 212 | 148 |
| **Earnings before income taxes** | **$ 4,514** | **$ 3,492** | **$ 3,673** |
| Income taxes | 1,268 | 499 | 508 |
| **Net earnings** | **$ 3,246** | **$ 2,993** | **$ 3,165** |
| | | | |
| **Net earnings per share of common stock:** | | | |
| Basic | $ 8.49 | $ 7.86 | $ 8.34 |
| Diluted | $ 8.40 | $ 7.76 | $ 8.25 |
| | | | |
| **Weighted-average shares outstanding (in millions):** | | | |
| Basic | 382.2 | 381.0 | 379.6 |
| Effect of dilutive employee stock compensation | 4.3 | 4.6 | 4.1 |
| **Diluted** | **386.5** | **385.6** | **383.7** |

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| **Net earnings** | **$ 3,246** | **$ 2,993** | **$ 3,165** |
| **Other comprehensive income (loss), net of tax** | | | |
| Marketable securities | — | — | 1 |
| Pension plans | 66 | 32 | (59) |
| Unrealized gains (losses) on designated hedges | 11 | (8) | (13) |
| Financial statement translation | (471) | 99 | (124) |
| **Total other comprehensive income (loss), net of tax** | **$ (394)** | **$ 123** | **$ (195)** |
| **Comprehensive income** | **$ 2,852** | **$ 3,116** | **$ 2,970** |

*See accompanying notes to Consolidated Financial Statements.*

**Stryker Corporation and Subsidiaries**
**CONSOLIDATED BALANCE SHEETS**

| | 2025 | 2024 |
|---|---|---|
| **Assets** | | |
| **Current assets** | | |
| Cash and cash equivalents | $ 4,011 | $ 3,652 |
| Short-term investments | — | 750 |
| Marketable securities | 89 | 91 |
| Accounts receivable, less allowance of $216 ($213 in 2024) | 4,039 | 3,987 |
| **Inventories:** | | |
| Materials and supplies | 1,349 | 1,147 |
| Work in process | 415 | 336 |
| Finished goods | 3,546 | 3,291 |
| **Total inventories** | **$ 5,310** | **$ 4,774** |
| Prepaid expenses and other current assets | 1,306 | 1,593 |
| **Total current assets** | **$ 14,755** | **$ 14,847** |
| **Property, plant and equipment:** | | |
| Land, buildings and improvements | 1,793 | 1,627 |
| Machinery and equipment | 5,744 | 5,056 |
| Total property, plant and equipment | 7,537 | 6,683 |
| Less allowance for depreciation | 3,661 | 3,235 |
| **Property, plant and equipment, net** | **$ 3,876** | **$ 3,448** |
| Goodwill | 19,291 | 15,855 |
| Other intangibles, net | 5,681 | 4,395 |
| Noncurrent deferred income tax assets | 1,098 | 1,742 |
| Other noncurrent assets | 3,143 | 2,684 |
| **Total assets** | **$ 47,844** | **$ 42,971** |
| | | |
| **Liabilities and shareholders' equity** | | |
| **Current liabilities** | | |
| Accounts payable | $ 1,799 | $ 1,679 |
| Accrued compensation | 1,595 | 1,403 |
| Income taxes | 418 | 539 |
| Dividend payable | 337 | 320 |
| Accrued expenses and other liabilities | 2,645 | 2,266 |
| Current maturities of debt | 1,000 | 1,409 |
| **Total current liabilities** | **$ 7,794** | **$ 7,616** |
| Long-term debt, excluding current maturities | 14,859 | 12,188 |
| Income taxes | 402 | 349 |
| Other noncurrent liabilities | 2,369 | 2,184 |
| **Total liabilities** | **$ 25,424** | **$ 22,337** |
| **Shareholders' equity** | | |
| Common stock, $0.10 par value | 38 | 38 |
| Additional paid-in capital | 2,597 | 2,361 |
| Retained earnings | 20,472 | 18,528 |
| Accumulated other comprehensive loss | (687) | (293) |
| **Total shareholders' equity** | **$ 22,420** | **$ 20,634** |
| **Total liabilities & shareholders' equity** | **$ 47,844** | **$ 42,971** |

*See accompanying notes to Consolidated Financial Statements.*

**Stryker Corporation and Subsidiaries**

**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**

| | 2025 | | 2024 | | 2023 | |
|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | Shares | Amount |
| **Common stock** | | | | | | |
| Beginning | 381.4 | $ 38 | 380.1 | $ 38 | 378.7 | $ 38 |
| Issuance of common stock under stock compensation and benefit plans | 1.1 | — | 1.3 | — | 1.4 | — |
| **Ending** | **382.5** | **$ 38** | **381.4** | **$ 38** | **380.1** | **$ 38** |
| **Additional paid-in capital** | | | | | | |
| Beginning | | $ 2,361 | | $ 2,200 | | $ 2,034 |
| Issuance of common stock under stock compensation and benefit plans | | (7) | | (68) | | (39) |
| Share-based compensation | | 243 | | 229 | | 205 |
| **Ending** | | **$ 2,597** | | **$ 2,361** | | **$ 2,200** |
| **Retained earnings** | | | | | | |
| Beginning | | $ 18,528 | | $ 16,771 | | $ 14,765 |
| Net earnings | | 3,246 | | 2,993 | | 3,165 |
| Cash dividends declared | | (1,302) | | (1,236) | | (1,159) |
| **Ending** | | **$ 20,472** | | **$ 18,528** | | **$ 16,771** |
| **Accumulated other comprehensive (loss) income** | | | | | | |
| Beginning | | $ (293) | | $ (416) | | $ (221) |
| Other comprehensive income (loss) | | (394) | | 123 | | (195) |
| **Ending** | | **$ (687)** | | **$ (293)** | | **$ (416)** |
| **Total shareholders' equity** | | **$ 22,420** | | **$ 20,634** | | **$ 18,593** |

*See accompanying notes to Consolidated Financial Statements.*

**Stryker Corporation and Subsidiaries**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| **Operating activities** | | | |
| **Net earnings** | **$ 3,246** | **$ 2,993** | **$ 3,165** |
| Adjustments to reconcile net earnings to net cash provided by operating activities: | | | |
| Depreciation | 461 | 427 | 393 |
| Amortization of intangible assets | 732 | 623 | 635 |
| Goodwill and other impairments | 170 | 977 | 36 |
| Share-based compensation | 243 | 229 | 205 |
| Sale of inventory stepped up to fair value at acquisition | 173 | 46 | — |
| Deferred income tax (benefit) expense | 392 | (370) | (206) |
| Changes in operating assets and liabilities: | | | |
| Accounts receivable | 127 | (321) | (175) |
| Inventories | (297) | (206) | (797) |
| Accounts payable | 94 | 192 | 77 |
| Accrued expenses and other liabilities | 318 | 74 | 516 |
| Income taxes | (145) | (116) | (4) |
| Other, net | (470) | (306) | (134) |
| **Net cash provided by operating activities** | **$ 5,044** | **$ 4,242** | **$ 3,711** |
| **Investing activities** | | | |
| Acquisitions, net of cash acquired | (4,960) | (1,628) | (390) |
| Proceeds/(Purchases) of short-term investments | 750 | (750) | — |
| Purchases of property, plant and equipment | (761) | (755) | (575) |
| Proceeds from the sale of the Spinal Implants business | 165 | — | — |
| Other investing, net | (60) | 133 | 3 |
| **Net cash used in investing activities** | **$ (4,866)** | **$ (3,000)** | **$ (962)** |
| **Financing activities** | | | |
| Proceeds (payments) on short-term borrowings, net | — | (32) | 540 |
| Proceeds from issuance of long-term debt | 2,979 | 3,011 | 1,241 |
| Payments on long-term debt | (1,400) | (2,039) | (2,058) |
| Payments of dividends | (1,284) | (1,219) | (1,139) |
| Cash paid for taxes from withheld shares | (149) | (195) | (155) |
| Other financing, net | (33) | (51) | (23) |
| **Net cash provided by (used in) financing activities** | **$ 113** | **$ (525)** | **$ (1,594)** |
| Effect of exchange rate changes on cash and cash equivalents | 68 | (36) | (28) |
| **Change in cash and cash equivalents** | **$ 359** | **$ 681** | **$ 1,127** |
| Cash and cash equivalents at beginning of year | 3,652 | 2,971 | 1,844 |
| **Cash and cash equivalents at end of year** | **$ 4,011** | **$ 3,652** | **$ 2,971** |
| | | | |
| **Supplemental cash flow disclosure:** | | | |
| Cash paid for income taxes, net of refunds | $ 1,002 | $ 989 | $ 693 |
| Cash paid for interest on debt | $ 582 | $ 396 | $ 356 |

*See accompanying notes to Consolidated Financial Statements.*

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

**Nature of Operations:** Stryker (the "Company," "we," "us," or "our") is a global leader in medical technologies and, together with our customers, we are driven to make healthcare better. We offer innovative products and services in MedSurg, Neurotechnology and Orthopaedics that help improve patient and healthcare outcomes. Our products include surgical equipment and surgical navigation systems; endoscopic and communications systems; patient handling, emergency medical equipment and intensive care disposable products; clinical communication and artificial intelligence-assisted virtual care platform technology; products for traditional brain and open skull-based surgical procedures; minimally invasive products for the treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism; implants used in joint replacement and trauma surgeries; Mako robotic-arm assisted technology; as well as other products used in a variety of medical specialties.

**Basis of Presentation and Consolidation:** The Consolidated Financial Statements include the Company and its subsidiaries. All significant intercompany accounts and transactions are eliminated in consolidation. We have no material interests in variable interest entities. Certain prior year amounts have been reclassified to conform with current year presentation in our Consolidated Financial Statements.

**Use of Estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities on the date of the financial statements and the reported amounts of net sales and expenses in the reporting period. Actual results could differ from those estimates.

**Revenue Recognition:** Sales are recognized as the performance obligations to deliver products or services (including services under extended warranty service contracts) are satisfied and are recorded based on the amount of consideration we expect to receive in exchange for satisfying the performance obligations. Our sales are recognized primarily when we transfer control to the customer, which can be on the date of shipment, the date of receipt by the customer or, for most Orthopaedics products, when we have received a purchase order and appropriate notification the product has been used or implanted. Products and services are primarily transferred to customers at a point in time, with some transfers of services taking place over time.

Sales represent the amount of consideration we expect to receive from customers in exchange for transferring products and services. Net sales exclude sales, value added and other taxes we collect from customers. Other costs to obtain and fulfill contracts are generally expensed as incurred due to the short-term nature of most of our sales. We extend terms of payment to our customers based on commercially reasonable terms for the markets of our customers, while also considering their credit quality.

A provision for estimated sales returns, discounts and rebates is recognized as a reduction of sales in the same period that the sales are recognized. Our estimate of the provision for sales returns has been established based on contract terms with our customers and historical business practices and current trends. Shipping and handling costs charged to customers are included in net sales.

**Cost of Sales:** Cost of sales include direct materials and supplies consumed in the manufacture of product, as well as manufacturing labor, depreciation expense and direct overhead expense necessary to acquire and convert the purchased materials and supplies into finished product. Cost of sales also includes the cost to distribute products to customers, inbound freight costs, warehousing costs and other shipping and handling activity.

**Research, Development and Engineering Expenses:** Research, development and engineering costs are charged to expense as incurred and include research, development and engineering activities relating to the development of new products, improvement of existing products, technical support of products and compliance with governmental regulations for the protection of customers and patients. Costs primarily include salaries, wages, consulting and depreciation and maintenance of research facilities and equipment.

**Selling, General and Administrative Expenses:** Costs include selling expenses, marketing expenses, administrative and other indirect overhead costs, amortization of loaner instrumentation, depreciation and amortization expense of non-manufacturing assets and other miscellaneous operating items.

**Currency Translation:** Financial statements of subsidiaries outside the United States generally are measured using the local currency as the functional currency. Adjustments to translate those statements into United States Dollars are recorded in other comprehensive income (OCI). Transactional exchange gains and losses are included in other income.

**Cash Equivalents:** Highly liquid investments with remaining stated maturities of three months or less when purchased or other money market instruments that are redeemable upon demand are considered cash equivalents and recorded at cost.

**Short-term Investments:** Short-term investments that have a maturity greater than three months and less than a year from the date of purchase primarily include time deposits, certificates of deposit, commercial paper, bonds and notes, substantially all of which are denominated in United States Dollars and are stated at cost plus accrued interest, which approximates fair value. We expect to hold all of our short-term investments to maturity.

**Marketable Securities:** Marketable securities include marketable debt securities and mutual funds. Mutual funds are acquired to offset changes in certain liabilities related to deferred compensation arrangements and are expected to be used to settle these liabilities. Mutual funds are recognized in other noncurrent assets. Pursuant to our investment policy, all individual marketable security investments must have a minimum credit quality of single A (Standard & Poor's and Fitch) and A2 (Moody's Corporation) at the time of acquisition, while the overall portfolio of marketable securities must maintain a minimum average credit quality of double A (Standard & Poor's and Fitch) or Aa (Moody's Corporation). In the event of a rating downgrade below the minimum credit quality subsequent to purchase, the marketable security investment is evaluated to determine the appropriate action to take to minimize the overall risk to our marketable security investment portfolio. Our marketable securities are classified as available-for-sale and trading securities. Investments in trading securities represent participant-directed investments of deferred employee compensation.

**Accounts Receivable:** Accounts receivable include trade and other miscellaneous receivables. An allowance is maintained for doubtful accounts for estimated losses in the collection of accounts receivable. Estimates are made regarding the ability of customers to make required payments based on historical credit

experience, current market conditions and expected credit losses. Accounts receivable are written off when all reasonable collection efforts are exhausted.

**Inventories:** Inventories are stated at the lower of cost or net realizable value, with cost generally determined using the first-in, first-out (FIFO) cost method. For excess and obsolete inventory resulting from the potential inability to sell specific products at prices in excess of current carrying costs, reserves are maintained to reduce current carrying cost to net realizable value.

**Financial Instruments:** Our financial instruments include cash, cash equivalents, marketable securities, accounts receivable, other investments, accounts payable, debt and foreign currency exchange contracts. The carrying value of our financial instruments, with the exception of our senior unsecured notes, approximates fair value on December 31, 2025 and 2024. Refer to Notes 3 and 10 for further details.

All marketable securities are recognized at fair value. Adjustments to the fair value of marketable securities that are classified as available-for-sale are recognized as increases or decreases, net of income taxes, within accumulated other comprehensive income (AOCI) in shareholders' equity and adjustments to the fair value of marketable securities that are classified as trading are recognized in earnings. The amortized cost of marketable debt securities is adjusted for amortization of premiums and discounts to maturity computed under the effective interest method. Such amortization, interest and realized gains and losses are included in other income. The cost of securities sold is determined by the specific identification method.

We review declines in the fair value of our investments classified as available-for-sale to determine whether the decline in fair value is a result of credit loss or other factors. Impairments of available-for-sale marketable debt securities related to credit loss are included in earnings and impairments related to other factors are recognized within AOCI.

**Derivatives:** All derivatives are recognized at fair value and reported on a gross basis. We enter into forward currency exchange contracts to mitigate the impact of currency fluctuations on transactions denominated in nonfunctional currencies, thereby limiting our risk that would otherwise result from changes in exchange rates. The periods of the forward currency exchange contracts correspond to the periods of the exposed transactions, with realized gains and losses included in the measurement and recording of transactions denominated in the nonfunctional currencies. All forward currency exchange contracts are recorded at their fair value each period.

Forward currency exchange contracts designated as cash flow hedges are designed to hedge the variability of cash flows associated with forecasted transactions denominated in a foreign currency that will take place in the future. These nonfunctional currency exposures principally relate to forecasted intercompany sales and purchases of manufactured products and generally have maturities up to eighteen months. Changes in value of derivatives designated as cash flow hedges are recorded in AOCI in shareholders' equity until earnings are affected by the variability of the underlying cash flows. At that time, the applicable amount of gain or loss from the derivative instrument that is deferred in shareholders' equity is reclassified into earnings and is included in cost of goods sold. Cash flows associated with these hedges are included in cash provided by operating activities in the same category as the cash flows from the items being hedged.

Forward currency exchange contracts are used to offset our exposure to the change in value of specific foreign currency denominated assets and liabilities, primarily intercompany payables and receivables. These derivatives are not designated as hedges and, therefore, changes in the value of these forward contracts are recognized in earnings, thereby offsetting the current earnings effect of the related changes in value of foreign currency denominated assets and liabilities. The estimated fair value of our forward currency exchange contracts represents the measurement of the contracts at month-end spot rates as adjusted by current forward points.

From time to time, we designate derivative and non-derivative financial instruments as net investment hedges of our investments in certain international subsidiaries. For derivative instruments that are designated and qualify as a net investment hedge, the effective portion of the derivative's gain or loss is recognized in OCI and reported as a component of AOCI. We have elected to use the spot method to assess effectiveness for our derivatives designated as net investment hedges. Accordingly, the change in fair value attributable to changes in the spot rate is recorded in AOCI. We exclude the spot-forward difference from the assessment of hedge effectiveness and amortize this amount separately on a straight-line basis over the term of the forward contracts. This amortization is recognized in other income.

From time to time, we designate forward starting interest rate derivative instruments as cash flow hedges to manage the exposure to interest rate volatility with regard to future issuance and refinancing of debt. Changes in value of derivatives designated as cash flow hedges are recorded in AOCI until earnings are affected by the variability of the underlying cash flows. At that time, the applicable amount of gain or loss from the derivative instrument that is deferred in shareholders' equity is reclassified into earnings and is included in interest expense.

Interest rate derivative instruments designated as fair value hedges have been used in the past to manage the exposure to interest rate movements and to reduce borrowing costs by converting fixed-rate debt into floating-rate debt. Under these agreements, we agree to exchange, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount.

**Property, Plant and Equipment:** Property, plant and equipment is stated at cost. Depreciation is generally computed by the straight-line method over the estimated useful lives of three to 30 years for buildings and improvements and three to 15 years for machinery and equipment.

**Goodwill and Other Intangible Assets:** Goodwill represents the excess of purchase price over fair value of tangible net assets of acquired businesses at the acquisition date, after amounts allocated to other identifiable intangible assets. Factors that contribute to the recognition of goodwill include synergies that are specific to our business and not available to other market participants and are expected to increase net sales and profits; acquisition of a talented workforce; cost savings opportunities; the strategic benefit of expanding our presence in core and adjacent markets; and diversifying our product portfolio.

The fair values of other identifiable intangible assets acquired in a business combination are primarily determined using the income approach. Other intangible assets include, but are not limited to, developed technologies, customer and distributor relationships (which reflect expected continued customer or distributor patronage) and trademarks and patents. Intangible assets with determinable useful lives are amortized on a straight-line basis over their estimated useful lives of four to 40 years. Certain acquired trade names are considered to have indefinite lives and

are not amortized, but are assessed annually for potential impairment as described below.

In some of our acquisitions, we acquire in-process research and development (IPRD) intangible assets. For acquisitions accounted for as business combinations IPRD is considered to be an indefinite-lived intangible asset until the research is completed (then it becomes a determinable-lived intangible asset) or determined to have no future use (then it is impaired). For asset acquisitions IPRD is expensed immediately unless there is an alternative future use.

**Goodwill, Intangibles and Long-Lived Asset Impairment Tests:** We perform our annual impairment test for goodwill as of October 31 each year. We consider qualitative indicators of the fair value of a reporting unit when it is unlikely that a reporting unit has impaired goodwill and periodically corroborate that assessment with quantitative information. In certain circumstances, we may also utilize a discounted cash flow analysis that requires certain assumptions and estimates be made regarding market conditions and our future profitability. Indefinite-lived intangible assets are also tested at least annually for impairment by comparing the individual carrying values to the fair value.

We review long-lived assets for indicators of impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows. Undiscounted cash flows expected to be generated by the related assets are estimated over the asset's useful life based on updated projections. If the evaluation indicates that the carrying amount of the asset may not be recoverable, any potential impairment is measured based upon the fair value of the related asset or asset group as determined by an appropriate market appraisal or other valuation technique.

**Assets and Liabilities Held for Sale:** We classify assets and liabilities or disposal groups to be sold as held for sale in the period in which all of the following criteria are met: management, having the authority to approve the action, commits to a plan to sell the disposal group; the disposal group is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such disposal groups; an active program to locate a buyer and other actions required to complete the plan to sell the disposal group have been initiated; the sale of the disposal group is probable, and transfer of the disposal group is expected to qualify for recognition as a completed sale within one year, except if events or circumstances beyond our control extend the period of time required to sell the disposal group beyond one year; the disposal group is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

We initially measure a disposal group that is classified as held for sale at the lower of its carrying value or fair value less any costs to sell. Any loss resulting from this measurement is recognized in the period in which the held for sale criteria are met. Conversely, gains are not recognized on the sale of a disposal group until the sale is completed. We assess the fair value of a disposal group, less any costs to sell, each reporting period it remains classified as held for sale and report any subsequent changes as an adjustment to the carrying value of the disposal group, as long as the new carrying value does not exceed the carrying value of the disposal group at the time it was initially classified as held for sale.

Upon determining that a disposal group meets the criteria to be classified as held for sale, we cease depreciation and amortization of the assets and disclose the major classes of assets and liabilities of the disposal group in the Notes to the Consolidated Financial Statements. Refer to Note 16 for further information.

**Share-Based Compensation:** Share-based compensation is in the form of stock options, restricted stock units (RSUs) and performance stock units (PSUs). Stock options are granted under long-term incentive plans to certain key employees and non-employee directors at an exercise price not less than the fair market value of the underlying common stock, which is the quoted closing price of our common stock on the day prior to the date of grant. The options are granted for periods of up to 10 years and become exercisable in varying installments.

We grant RSUs to key employees and non-employee directors and PSUs to certain key employees under our long-term incentive plans. The fair value of RSUs is determined based on the number of shares granted and the quoted closing price of our common stock on the date of grant, adjusted for the fact that RSUs do not include anticipated dividends. RSUs generally vest in one-third increments over a three-year period and are settled in stock. PSUs are earned over a three-year performance cycle and vest in March of the year following the end of that performance cycle. The number of PSUs that will ultimately be earned is based on our performance relative to pre-established goals in that three-year performance cycle. The fair value of PSUs is determined based on the quoted closing price of our common stock on the day of grant.

Compensation expense is recognized in the Consolidated Statements of Earnings based on the estimated fair value of the awards on the grant date. Compensation expense recognized reflects an estimate of the number of awards expected to vest after taking into consideration an estimate of award forfeitures based on actual experience and is recognized on a straight-line basis over the requisite service period, which is generally the period required to obtain full vesting. Management expectations related to the achievement of performance goals associated with PSU grants is assessed regularly and that assessment is used to determine whether PSU grants are expected to vest. If performance-based milestones related to PSU grants are not met or not expected to be met, any compensation expense recognized associated with such grants will be reversed.

**Income Taxes:** Deferred income tax assets and liabilities are determined based on differences between financial reporting and income tax bases of assets and liabilities and are measured using the enacted income tax rates in effect for the years in which the differences are expected to reverse. Deferred income tax benefits generally represent the change in net deferred income tax assets and liabilities in the year. Other amounts result from adjustments related to acquisitions and foreign currency as appropriate.

We operate in multiple income tax jurisdictions both within the United States and internationally. Accordingly, management must determine the appropriate allocation of income to each of these jurisdictions based on current interpretations of complex income tax regulations. Income tax authorities in these jurisdictions regularly perform audits of our income tax filings. Income tax audits associated with the allocation of this income and other complex issues, including inventory transfer pricing and cost sharing, product royalty and foreign branch arrangements, may require an extended period of time to resolve and may result in significant income tax adjustments if changes to the income

allocation are required between jurisdictions with different income tax rates.

The Tax Cuts and Jobs Act (the Act) was enacted in 2017 in the United States. The Act also subjects a United States shareholder to tax on Global Intangible Low-Taxed Income (GILTI) earned by certain foreign subsidiaries. We have elected to account for GILTI tax in the year the tax is incurred.

**New Accounting Pronouncements Not Yet Adopted**

In December 2025 the Financial Accounting Standards Board (FASB) issued ASU 2025-10 (Topic 832): *Accounting for Government Grants Received by Business Entities.* This update establishes guidance on the recognition, measurement and presentation of government grants received by business entities including grants related to the purchase, construction or acquisition of an asset and grants related to income. The update is effective for fiscal years beginning after December 15, 2028 including interim periods within those fiscal years. Early adoption is permitted. We do not expect this ASU to have a significant impact on our Consolidated Financial Statements.

In September 2025 the FASB issued ASU 2025-07 (Topics 815 and 606): *Derivatives and Hedging: Derivatives Scope Refinements* and *Revenue from Contracts with Customers: Scope Clarification for Share-Based Noncash Consideration from a Customer in a Revenue Contract.* This update expands the scope exception in Topic 815 to certain nonexchange-traded contracts for which settlement is based on operations or activities specific to one of the parties to the contract. The update is effective for fiscal years beginning after December 15, 2026 including interim periods within those fiscal years. Early adoption is permitted. We are evaluating if the ASU will have an impact on our Consolidated Financial Statements.

In September 2025 the FASB issued ASU 2025-06 (Subtopic 350-40): *Intangibles - Goodwill and Other - Internal-Use Software: Targeted Improvements to the Accounting for Internal-Use Software.* This update clarifies and modernizes the accounting for costs related to internal-use software by removing all references to project stages and clarifying that the probable-to-complete threshold is not met if significant development uncertainty exists. The update is effective for fiscal years beginning after December 15, 2027 including interim periods within those fiscal years. Early adoption is permitted. We do not expect this ASU to have a significant impact on our Consolidated Financial Statements.

In July 2025 the FASB issued ASU 2025-05 (Topic 326): *Financial Instruments - Credit Losses: Measurement of Credit Losses for Accounts Receivable and Contract Assets.* This update provides a practical expedient allowing entities to assume that current conditions as of the balance sheet date will remain unchanged for the remaining life of the asset when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounting for under Accounting Standards Codification 606, Revenue from Contracts with Customers. The update is effective for fiscal years beginning after December 15, 2025 including interim periods within those fiscal years. Early adoption is permitted. We are evaluating if the ASU will have an impact on our Consolidated Financial Statements.

In November 2024 the FASB issued ASU 2024-03 (Subtopic 220-40): *Income Statement: Reporting Comprehensive Income - Expense Disaggregation Disclosures* which requires disaggregation of certain expense captions into specified categories in disclosures within the Notes to the Consolidated Financial Statements. The new disclosure requirements are effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. We are evaluating these new expanded disclosure requirements.

We evaluate all ASUs issued by the FASB for consideration of their applicability. ASUs not included in our disclosures were assessed and determined to be either not applicable or are not expected to have a material impact on our Consolidated Financial Statements.

**Accounting Pronouncements Recently Adopted**

We adopted ASU 2023-09 (Topic 740): *Income Taxes: Improvements to Income Tax Disclosures* for the annual period beginning on January 1, 2025. Refer to Note 11 for further information.

## NOTE 2 - REVENUE RECOGNITION

We disaggregate our net sales by business and geographic location for each of our segments as we believe it best depicts how the nature, amount, timing and certainty of our net sales and cash flows are affected by economic factors.

Products and services are primarily transferred to customers at a point in time, with some transfers of services taking place over time. In 2025 less than 10% of our sales were recognized as services transferred over time. Refer to Note 1 for further discussion on our revenue recognition policies.

***Segment Net Sales***

| MedSurg and Neurotechnology: | 2025 | 2024 | 2023 |
|---|---|---|---|
| Instruments | $ 3,183 | $ 2,834 | $ 2,534 |
| Endoscopy | 3,807 | 3,389 | 3,068 |
| Medical | 4,204 | 3,852 | 3,459 |
| Vascular | 1,968 | 1,307 | 1,226 |
| Neuro Cranial | 2,485 | 2,136 | 1,876 |
| | $ 15,647 | $ 13,518 | $ 12,163 |
| **Orthopaedics:** | | | |
| Knees | $ 2,656 | $ 2,447 | $ 2,273 |
| Hips | 1,865 | 1,704 | 1,544 |
| Trauma and Extremities | 3,948 | 3,507 | 3,147 |
| Spinal Implants | 185 | 707 | 713 |
| Other | 815 | 712 | 658 |
| | $ 9,469 | $ 9,077 | $ 8,335 |
| **Total** | $ 25,116 | $ 22,595 | $ 20,498 |

***United States Net Sales***

| MedSurg and Neurotechnology: | 2025 | 2024 | 2023 |
|---|---|---|---|
| Instruments | $ 2,562 | $ 2,267 | $ 2,016 |
| Endoscopy | 3,133 | 2,792 | 2,513 |
| Medical | 3,510 | 3,191 | 2,785 |
| Vascular | 1,048 | 506 | 483 |
| Neuro Cranial | 2,052 | 1,761 | 1,531 |
| | $ 12,305 | $ 10,517 | $ 9,328 |
| **Orthopaedics:** | | | |
| Knees | $ 1,924 | $ 1,788 | $ 1,676 |
| Hips | 1,137 | 1,059 | 988 |
| Trauma and Extremities | 2,926 | 2,586 | 2,297 |
| Spinal Implants | 118 | 489 | 500 |
| Other | 596 | 504 | 468 |
| | $ 6,701 | $ 6,426 | $ 5,929 |
| **Total** | $ 19,006 | $ 16,943 | $ 15,257 |

***International Net Sales***

| MedSurg and Neurotechnology: | 2025 | 2024 | 2023 |
|---|---|---|---|
| Instruments | $ 621 | $ 567 | $ 518 |
| Endoscopy | 674 | 597 | 555 |
| Medical | 694 | 661 | 674 |
| Vascular | 920 | 801 | 743 |
| Neuro Cranial | 433 | 375 | 345 |
| | $ 3,342 | $ 3,001 | $ 2,835 |
| **Orthopaedics:** | | | |
| Knees | $ 732 | $ 659 | $ 597 |
| Hips | 728 | 645 | 556 |
| Trauma and Extremities | 1,022 | 921 | 850 |
| Spinal Implants | 67 | 218 | 213 |
| Other | 219 | 208 | 190 |
| | $ 2,768 | $ 2,651 | $ 2,406 |
| **Total** | $ 6,110 | $ 5,652 | $ 5,241 |

***MedSurg and Neurotechnology***

MedSurg and Neurotechnology products include surgical equipment, patient and caregiver safety technologies, and navigation systems (Instruments), endoscopic and communications systems (Endoscopy), patient handling, emergency medical equipment, intensive care disposable products, clinical communication and artificial intelligence-assisted virtual care platform technology (Medical), minimally invasive products for the treatment of acute ischemic and hemorrhagic stroke and venous thromboembolism (Vascular) and a comprehensive line of products for traditional brain and open skull-based surgical procedures, orthobiologic and biosurgery products, including synthetic bone grafts and vertebral augmentation products (Neuro Cranial). Substantially all MedSurg and Neurotechnology sales are recognized when a purchase order has been received and control has transferred. For certain Endoscopy, Instruments and Medical services, we may recognize sales over time as we satisfy performance obligations that may include an obligation to complete installation, provide training and perform ongoing services, generally performed within one year.

***Orthopaedics***

Orthopaedics products primarily include implants used in total joint replacements, such as hip, knee and shoulder, ankle and trauma and extremities surgeries. Substantially all Orthopaedics sales are recognized when we have received a purchase order and appropriate notification the product has been used or implanted. For certain Orthopaedic products in the "other" category, we recognize sales at a point in time, as well as over time for performance obligations that may include an obligation to complete installation and provide training and ongoing services. Performance obligations are generally satisfied within one year.

***Costs to Obtain or Fulfill a Contract***

We typically do not incur costs to fulfill a contract before a product or service is provided to a customer due to the nature of our products and services. Our costs to obtain contracts are typically in the form of sales commissions paid to employees or third-party agents. Certain sales commissions paid to employees prior to recognition of sales are recorded as deferred contract costs. We expense sales commissions associated with obtaining a contract at the time of the sale or as incurred as the amortization period is generally less than one year. These costs have been presented within selling, general and administrative expenses. On December 31, 2025 and 2024 deferred contract costs recorded in our Consolidated Balance Sheets were not significant.

***Contract Assets and Liabilities***

Our contract assets primarily relate to conditional rights to consideration for work completed but not billed at the reporting date. On December 31, 2025 and 2024 contract assets recorded in our Consolidated Balance Sheets were not significant.

Our contract liabilities arise as a result of consideration received from customers at inception of contracts for certain businesses or where the timing of billing for services precedes satisfaction of our performance obligations. This occurs primarily when payment is received upfront for certain multi-period extended warranty service contracts. Our contract liabilities of $1,024 and $978 on December 31, 2025 and 2024 are classified within accrued expenses and other liabilities and other noncurrent liabilities in our Consolidated Balance Sheets based on the timing of when we expect to complete our performance obligations. Changes in contract liabilities during the year were as follows:

| | 2025 | 2024 |
|---|---|---|
| **Beginning contract liabilities** | $ 978 | $ 860 |
| Revenue recognized from beginning of year contract liabilities | (546) | (553) |
| Net advance consideration received during the period | 592 | 671 |
| **Ending contract liabilities** | $ 1,024 | $ 978 |

***Transfers and Servicing of Financial Assets***

We sell certain customer lease agreements and the related leased assets to third-party financial institutions to accelerate our cash collection cycle. The lease receivables are sold without recourse and are derecognized from our Consolidated Balance Sheets at the time of sale. Under the terms of our arrangements, we collect lease payments on behalf of the financial institutions but maintain no other form of continuing involvement. Sales of these lease agreements are classified as operating activities in our Consolidated Statements of Cash Flows. Fees earned for our servicing activities are immaterial. Revenue related to customer lease agreements sold under these arrangements represented less than 4% of our total revenue for 2025, 2024 and 2023.

## NOTE 3 - FAIR VALUE MEASUREMENTS

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 at the measurement date. Financial assets and liabilities carried at fair value are classified in their entirety based on the lowest level of input and disclosed in one of the following three categories:

| | |
|---|---|
| Level 1 | Quoted market prices in active markets for identical assets or liabilities. |
| Level 2 | Observable market-based inputs or unobservable inputs that are corroborated by market data. |
| Level 3 | Unobservable inputs reflecting our assumptions or external inputs from active markets. |

Use of observable market data, when available, is required in making fair value measurements. When inputs used fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement. We determine fair value for Level 1 instruments using exchange-traded prices for identical instruments. We determine fair value of Level 2 instruments using exchange-traded prices of similar instruments, where available, or utilizing other observable inputs that take into account our credit risk and that of our counterparties. Foreign currency exchange contracts and interest rate hedges, when outstanding, are included in Level 2 and are primarily valued using standard calculations and models that use readily observable market data as their basis. Our Level 3 liabilities comprise contingent consideration arising from recently

completed acquisitions. We determine fair value of these Level 3 liabilities using a discounted cash flow technique. Significant unobservable inputs were used in our assessment of fair value, including assumptions regarding future business results, discount rates, discount periods and probability assessments based on the likelihood of reaching various targets. We remeasure the fair value of our assets and liabilities each reporting period. We record the changes in fair value within selling, general and administrative expense.

In 2025 we assumed contingent consideration liabilities with a fair value of $90 related to previous acquisitions made by Inari Medical Inc. (Inari). Refer to Note 6 for further information on the acquisition of Inari.

In 2024 we recorded $208 of contingent consideration related to various acquisitions described in Note 6.

There were no significant transfers into or out of any level of the fair value hierarchy in 2025.

***Assets Measured at Fair Value***

| | 2025 | 2024 |
|---|---|---|
| Cash and cash equivalents | $ 4,011 | $ 3,652 |
| Short-term investments | — | 750 |
| Trading marketable securities | 307 | 259 |
| **Level 1 - Assets** | **$ 4,318** | **$ 4,661** |
| Available-for-sale marketable securities: | | |
| Corporate and asset-backed debt securities | $ 52 | $ 53 |
| United States agency debt securities | — | 1 |
| United States treasury debt securities | 37 | 34 |
| Certificates of deposit | — | 3 |
| Total available-for-sale marketable securities | $ 89 | $ 91 |
| Foreign currency exchange forward contracts | 46 | 225 |
| **Level 2 - Assets** | **$ 135** | **$ 316** |
| **Total assets measured at fair value** | **$ 4,453** | **$ 4,977** |

***Liabilities Measured at Fair Value***

| | 2025 | 2024 |
|---|---|---|
| Deferred compensation arrangements | $ 307 | $ 259 |
| **Level 1 - Liabilities** | **$ 307** | **$ 259** |
| Foreign currency exchange forward contracts | $ 170 | $ 77 |
| **Level 2 - Liabilities** | **$ 170** | **$ 77** |
| Contingent consideration: | | |
| Beginning | $ 452 | $ 289 |
| Additions | 123 | 208 |
| Change in estimate and foreign exchange | 24 | 8 |
| Settlements | (81) | (53) |
| Ending | $ 518 | $ 452 |
| **Level 3 - Liabilities** | **$ 518** | **$ 452** |
| **Total liabilities measured at fair value** | **$ 995** | **$ 788** |

***Fair Value of Available for Sale Securities by Maturity***

| | 2025 | 2024 |
|---|---|---|
| Due in one year or less | $ 41 | $ 47 |
| Due after one year through three years | $ 48 | $ 44 |

On December 31, 2025 the aggregate difference between the cost and fair value of available-for-sale marketable securities was nominal. Interest income on cash and cash equivalents, short-term investments and marketable securities income was $121, $139 and $75 in 2025, 2024 and 2023, which was recorded in other income.

Our investments in available-for-sale marketable securities had a minimum credit quality rating of A2 (Moody's), A (Standard & Poor's) and A (Fitch). We do not plan to sell the investments, and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost basis, which may be maturity.

## NOTE 4 - DERIVATIVE INSTRUMENTS

We use operational and economic hedges, foreign currency exchange forward contracts, net investment hedges (both derivative and non-derivative financial instruments) and interest rate derivative instruments to manage the impact of currency exchange and interest rate fluctuations on earnings, cash flow and equity. We do not enter into derivative instruments for speculative purposes. We are exposed to potential credit loss in the event of nonperformance by counterparties on our outstanding derivative instruments but do not anticipate nonperformance by any of our counterparties. Should a counterparty default, our maximum loss exposure is the asset balance of the instrument.

### Foreign Currency Hedges

| 2025 | Cash Flow | Net Investment | Non-Designated | Total |
|---|---|---|---|---|
| **Gross notional amount** | **$ 1,738** | **$ 2,647** | **$ 4,391** | **$ 8,776** |
| Maximum term in years | | | | 8.7 |
| **Fair value:** | | | | |
| Other current assets | $ 33 | $ — | $ 11 | $ 44 |
| Other noncurrent assets | 2 | — | — | 2 |
| Other current liabilities | (10) | (71) | (21) | (102) |
| Other noncurrent liabilities | (2) | (66) | — | (68) |
| **Total fair value** | **$ 23** | **$ (137)** | **$ (10)** | **$ (124)** |

| 2024 | Cash Flow | Net Investment | Non-Designated | Total |
|---|---|---|---|---|
| **Gross notional amount** | **$ 1,588** | **$ 2,338** | **$ 5,164** | **$ 9,090** |
| Maximum term in years | | | | 9.7 |
| **Fair value:** | | | | |
| Other current assets | $ 43 | $ 24 | $ 119 | $ 186 |
| Other noncurrent assets | 4 | 35 | — | 39 |
| Other current liabilities | (29) | — | (41) | (70) |
| Other noncurrent liabilities | (3) | (4) | — | (7) |
| **Total fair value** | **$ 15** | **$ 55** | **$ 78** | **$ 148** |

We had €2.3 billion at December 31, 2025 and 2024 in certain forward currency contracts designated as net investment hedges, for which the maximum term is 8.7 years, to hedge a portion of our investments in certain of our entities with functional currencies denominated in Euros. In addition to these derivative financial instruments designated as net investment hedges, we had €5.0 billion at December 31, 2025 and 2024 of senior unsecured notes designated as net investment hedges to selectively hedge portions of our investment in certain international subsidiaries. The currency effects of our Euro-denominated senior unsecured notes are reflected in AOCI within shareholders' equity where they offset gains and losses recorded on our net investment in international subsidiaries.

The total after-tax gain (loss) recognized in OCI related to designated net investment hedges was ($715) in 2025.

***Currency Exchange Rate Gains (Losses) Recognized in Net Earnings***

| Derivative Instrument | Recognized in: | 2025 | 2024 | 2023 |
|---|---|---|---|---|
| Cash Flow | Cost of sales | $ 25 | $ 31 | $ 39 |
| Net Investment | Other income | 44 | 35 | 34 |
| Non-Designated | Other income | 33 | 40 | 25 |
| | **Total** | **$ 102** | **$ 106** | **$ 98** |

Pretax gains (losses) on derivatives designated as cash flow hedges of $39 and net investment hedges of $38 recorded in AOCI are expected to be reclassified to cost of sales and other income in earnings within 12 months of December 31, 2025. This cash flow hedge reclassification is primarily due to the sale of inventory that includes previously hedged purchases. A component of the AOCI amounts related to net investment

hedges is reclassified over the life of the hedge instruments as we elected to exclude the initial value of the component related to the spot-forward difference from the effectiveness assessment.

**Interest Rate Hedges**

Pretax gains of $5 recorded in AOCI related to interest rate hedges closed in conjunction with debt issuances are expected to be reclassified to interest expense in earnings within 12 months of December 31, 2025. The cash flow effect of interest rate hedges is recorded in cash flow from operations.

## NOTE 5 - ACCUMULATED OTHER COMPREHENSIVE (LOSS) INCOME (AOCI)

| | Pension Plans | Hedges | Financial Statement Translation | Total |
|---|---|---|---|---|
| **2023** | **$ (28)** | **$ 39** | **$ (427)** | **$ (416)** |
| OCI | 43 | 26 | 236 | 305 |
| Income taxes | (11) | (7) | (110) | (128) |
| Reclassifications to: | | | | |
| Cost of sales | — | (31) | — | (31) |
| Interest expense | — | (4) | — | (4) |
| Other income | — | — | (35) | (35) |
| Income taxes | — | 8 | 8 | 16 |
| Net OCI | $ 32 | $ (8) | $ 99 | $ 123 |
| **2024** | **$ 4** | **$ 31** | **$ (328)** | **$ (293)** |
| OCI | 93 | 37 | (562) | (432) |
| Income taxes | (27) | (4) | 125 | 94 |
| Reclassifications to: | | | | |
| Cost of sales | — | (25) | — | (25) |
| Interest expense | — | (3) | | (3) |
| Other income | — | — | (44) | (44) |
| Income taxes | — | 6 | 10 | 16 |
| Net OCI | $ 66 | $ 11 | $ (471) | $ (394) |
| **2025** | **$ 70** | **$ 42** | **$ (799)** | **$ (687)** |

## NOTE 6 - ACQUISITIONS

We acquire stock in companies and various assets that continue to support our capital deployment and product development strategies. Cash paid for acquisitions, net of cash acquired was $4,960 and $1,628 in 2025 and 2024.

In February 2025 we completed the acquisition of Inari for $80 per share, or an aggregate purchase price of $4,810, net of cash acquired. Inari's product portfolio includes minimally invasive products for the treatment of venous thromboembolism. Inari is part of our Peripheral Vascular business within MedSurg and Neurotechnology. The purchase price allocation for Inari is based on preliminary valuations, primarily related to developed technologies and customer relationships. Goodwill attributable to the acquisition reflects the strategic benefits of expanding our market presence, diversifying our product portfolio and advancing innovations. This goodwill is not deductible for tax purposes. Share-based awards for Inari employees vested upon our acquisition and a charge of $139 was recorded in selling, general and administrative expenses in 2025.

In 2024 we completed various acquisitions for total consideration that includes $1,628 in upfront payments, net of cash acquired, and $400 contingent upon the achievement of certain commercial or clinical milestones. The combined acquisition-date fair values of the contingent milestone payments totaled $208. The acquired companies expand the product portfolios of our Instruments, Endoscopy, Medical and Neuro Cranial businesses within MedSurg and Neurotechnology and our Trauma and Extremities and Joint Replacement businesses within Orthopaedics. Goodwill attributable to the acquisitions reflects the strategic benefits of expanding our market presence, diversifying our product portfolio and advancing innovations. This goodwill is not deductible for tax purposes.

The purchase price allocations for Inari and the acquisitions completed in the full year 2024 are:

***Purchase Price Allocation of Acquired Net Assets***

| | 2025 Inari | 2024 Total |
|---|---|---|
| Tangible assets acquired: | | |
| Accounts receivable | $ 78 | $ 40 |
| Inventory | 215 | 99 |
| Deferred income tax assets | 59 | 49 |
| Other assets | 84 | 26 |
| Debt | — | (32) |
| Deferred income tax liabilities | (486) | (204) |
| Other liabilities | (191) | (107) |
| Intangible assets: | | |
| Developed technologies | 1,458 | 596 |
| Customer relationships | 330 | 215 |
| Patents | — | 6 |
| Trademarks | — | 2 |
| Other intangibles | 72 | — |
| Goodwill | 3,191 | 1,146 |
| **Purchase price, net of cash acquired of $64 and $56** | **$ 4,810** | **$ 1,836** |
| Weighted-average amortization period at acquisition (years): | | |
| Developed technologies | 13 | 12 |
| Customer relationships | 13 | 14 |
| Patents | — | 12 |
| Trademarks | — | 5 |
| Other intangibles | 9 | — |

## NOTE 7 - CONTINGENCIES AND COMMITMENTS

We are involved in various ongoing proceedings, legal actions and claims arising in the normal course of business, including proceedings related to product, labor, tax, intellectual property and other matters, the most significant of which are more fully described below. The outcomes of these matters will generally not be known for prolonged periods of time. In certain of the legal proceedings the claimants seek damages as well as other compensatory and equitable relief that could result in the payment of significant claims and settlements and/or the imposition of injunctions or other equitable relief. For legal matters for which management had sufficient information to reasonably estimate our future obligations, a liability representing management's best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within the range is not known, is recorded. The estimates are based on consultation with legal counsel, previous settlement experience and settlement strategies. If actual outcomes are less favorable than those estimated by management, additional expense may be incurred, which could unfavorably affect future operating results. We are self-insured for certain claims and expenses. The ultimate cost to us with respect to product liability claims could be materially different than the amount of the current estimates and accruals and could have a material adverse effect on our financial position, results of operations and cash flows.

Previously we were contacted by the United States Securities and Exchange Commission (SEC), United States Department of Justice (DOJ) and certain other regulatory authorities regarding whether certain business activities in certain foreign countries violated provisions of the FCPA and analogous local laws. We have completed our investigation into these matters. During 2025 we were informed by the SEC and DOJ that each agency had closed its inquiry. We are currently responding to inquiries by

certain foreign authorities arising in the normal course of business. We do not expect these matters to have a material effect, if any, on our financial statements.

We have conducted voluntary recalls of certain products, including our Rejuvenate and ABG II Modular-Neck hip stems and certain lot-specific sizes and offsets of LFIT Anatomic CoCr V40 Femoral Heads. Additionally, we are responsible for certain product liability claims, primarily related to certain hip products sold by Wright prior to its 2014 divestiture of the OrthoRecon business.

We have incurred, and expect to incur in the future, costs associated with the defense and settlement of claims and lawsuits. Based on the information that has been received related to the matters discussed above, our accrual for these matters was $144 at December 31, 2025, representing our best estimate of probable loss. The final outcomes of these matters are dependent on many factors that are difficult to predict. Accordingly the ultimate cost related to these matters may be materially different than the amount of our current estimate and accruals and could have a material adverse effect on our results of operations and cash flows.

### Leases

We lease various manufacturing, warehousing and distribution facilities, administrative and sales offices as well as equipment under operating leases. We evaluate our contracts to identify leases, which is generally if there is an identified asset and we have the right to direct the use of and obtain substantially all of the economic benefit from the use of the identified asset. Certain of our lease agreements contain rent escalation clauses (including index-based escalations), rent holidays, capital improvement funding or other lease incentives. We recognize our minimum rental expense on a straight-line basis over the term of the lease beginning with the date of initial control of the asset. Right-of-use assets are recorded in other noncurrent assets on our Consolidated Balance Sheets. Current and noncurrent lease liabilities are recorded in accrued expenses and other liabilities and other noncurrent liabilities, respectively.

We have made certain significant assumptions and judgments when recording leases. For all asset classes, we do not recognize a right-of-use asset and lease liability for short-term leases. We also do not separate non-lease components from lease components to which they relate and account for the combined lease and non-lease components as a single lease component. The determination of the discount rate used in a lease is our incremental borrowing rate which is based on what we would normally pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments.

| | 2025 | 2024 |
|---|---|---|
| Right-of-use assets | $ 519 | $ 516 |
| Lease liabilities, current | $ 153 | $ 144 |
| Lease liabilities, noncurrent | $ 348 | $ 379 |
| **Other information:** | | |
| Weighted-average remaining lease term (years) | 5.0 | 5.1 |
| Weighted-average discount rate | 3.77 % | 3.87 % |

Operating lease expense totaled $205, $190 and $172 in 2025, 2024 and 2023.

### Future Obligations

We lease various manufacturing, warehousing and distribution facilities, administrative and sales offices as well as equipment under operating leases. Refer to Note 10 for more information on the debt obligations.

| | 2026 | 2027 | 2028 | 2029 | 2030 | Thereafter |
|---|---|---|---|---|---|---|
| Debt repayments | $1,000 | $1,382 | $2,606 | $1,691 | $2,565 | $ 6,729 |
| Minimum lease payments | $ 164 | $ 125 | $ 87 | $ 55 | $ 38 | $ 55 |

### Other Contractual Obligations and Commitments

We participate in a supplier financing program that enables our suppliers, at their sole discretion, to sell their Stryker receivables to a financial institution on a non-recourse basis in order to be paid earlier than our payment terms provide. Under this program, we agree to pay participating banks the stated amount of confirmed invoices from its designated suppliers on the original maturity dates of the invoices, generally within 90 days of the invoice date. We or the banks may agree to terminate the agreements with advance notice. Separately, the banks may have arrangements with the suppliers that provide them the option to request early payment from the bank for invoices confirmed by us. Our outstanding balances of confirmed invoices in the programs were $75 and $71 on December 31, 2025 and 2024 and are included within accounts payable on our Consolidated Balance Sheets.

| | 2025 | 2024 |
|---|---|---|
| **Beginning confirmed obligations** | $ 71 | $ 51 |
| Additions | 420 | 392 |
| Settlements | (416) | (372) |
| **Ending confirmed obligations** | $ 75 | $ 71 |

## NOTE 8 - GOODWILL AND OTHER INTANGIBLE ASSETS

In our annual impairment test of goodwill as of October 31, 2024 we performed a quantitative assessment of the Spine reporting unit using a discounted cash flow analysis to estimate the fair value. The carrying value of the Spine reporting unit exceeded its fair value and a charge of $273 was recognized in goodwill and other impairments in the Consolidated Statements of Earnings. The impairment charge for the Spine reporting unit was driven by a decrease in future product demand due to the competitive environment and an increase in the Spine reporting unit's weighted average cost of capital. Subsequent to the annual goodwill impairment test management committed to a plan to sell certain assets associated with the Spinal Implants business (disposal group). Goodwill was allocated to the disposal group based on the relative fair values of the disposal group and the portion of the Spine reporting unit that will be retained. Goodwill allocated to the disposal group was tested for impairment which resulted in an impairment charge of $183 recognized in goodwill and other impairments in the Consolidated Statements of Earnings. Refer to Note 16 for additional information on the sale of the Spinal Implants business.

In our annual impairment test as of October 31, 2025 we performed a quantitative impairment test for our Peripheral Vascular reporting unit and determined that its fair value exceeded its carrying amount by 12%. At October 31, 2025, goodwill attributable to the Peripheral Vascular reporting unit was $3,203. The fair value of this reporting unit was determined using a discounted cash flow analysis, which is a form of the income approach. Significant inputs to the analysis included assumptions for future revenue growth, operating margin and the rate used to discount the estimated future cash flows to their present value, based on the reporting unit's estimated weighted average cost of capital.

For our other reporting units, we considered qualitative indicators of impairment as it was considered more likely than not that the fair values of those reporting units exceeded their respective carrying values. No impairment was identified for those reporting units in 2025 or 2024.

Future changes in the judgments, assumptions and estimates that are used in our impairment testing for goodwill, including discount and tax rates and future cash flow projections, could result in different estimates of the fair values. A significant reduction in the estimated fair values could result in impairment charges that could materially affect our results of operations.

In 2024 goodwill of $117 previously reported within Orthopaedics was reclassified to MedSurg and Neurotechnology to reflect the reclassification of the Interventional Spine reporting unit from Orthopaedics to MedSurg and Neurotechnology to align with certain updates in our internal reporting structure.

***Changes in the Net Carrying Value of Goodwill by Segment***

| | MedSurg and Neurotechnology | Orthopaedics | Total |
|---|---|---|---|
| **2023** | **$ 8,270** | **$ 6,973** | **$ 15,243** |
| Goodwill impairment | — | (456) | (456) |
| Additions and adjustments | 852 | 300 | 1,152 |
| Foreign exchange and other | 86 | (170) | (84) |
| **2024** | **$ 9,208** | **$ 6,647** | **$ 15,855** |
| Additions and adjustments | 3,275 | (1) | 3,274 |
| Foreign exchange and other | 73 | 89 | 162 |
| **2025** | **$ 12,556** | **$ 6,735** | **$ 19,291** |

***Summary of Other Intangible Assets***

| | Gross Carrying Amount | Less Accumulated Amortization | Net Carrying Amount |
|---|---|---|---|
| **Developed technologies** | | | |
| 2025 | $ 7,273 | $ 3,430 | $ 3,843 |
| 2024 | 5,698 | 2,931 | 2,767 |
| **Customer relationships** | | | |
| 2025 | $ 3,425 | $ 1,844 | $ 1,581 |
| 2024 | 3,055 | 1,636 | 1,419 |
| **Patents** | | | |
| 2025 | $ 157 | $ 144 | $ 13 |
| 2024 | 153 | 136 | 17 |
| **Trademarks** | | | |
| 2025 | $ 420 | $ 281 | $ 139 |
| 2024 | 413 | 256 | 157 |
| **In-process research and development** | | | |
| 2025 | $ 34 | $ — | $ 34 |
| 2024 | 34 | — | 34 |
| **Other** | | | |
| 2025 | $ 132 | $ 61 | $ 71 |
| 2024 | 63 | 62 | 1 |
| **Total** | | | |
| **2025** | **$ 11,441** | **$ 5,760** | **$ 5,681** |
| **2024** | **9,416** | **5,021** | **4,395** |

***Estimated Amortization Expense***

| 2026 | 2027 | 2028 | 2029 | 2030 |
|---|---|---|---|---|
| $ 699 | $ 711 | $ 631 | $ 616 | $ 597 |

## NOTE 9 - CAPITAL STOCK

The aggregate number of shares of all classes of stock which we are authorized to issue is up to 1,000,500,000, divided into two classes consisting of 500,000 shares of $1 par value preferred stock and 1,000,000,000 shares of common stock with a par value of $0.10. No shares of preferred stock were outstanding on December 31, 2025.

We made no repurchases of shares in 2025. The manner, timing and amount of repurchases are determined by management based on an evaluation of market conditions, stock price and other factors and are subject to regulatory considerations. Purchases are made from time-to-time in the open market, in privately negotiated transactions or otherwise. On December 31, 2025 the total dollar value of shares of our common stock that could be purchased under our authorized repurchase program was $1,033.

Shares reserved for future compensation grants of our common stock were 31 million and 18 million on December 31, 2025 and 2024.

### Stock Options

We measure the cost of employee stock options based on the grant-date fair value and recognize that cost using the straight-line method over the period in which a recipient is required to provide services in exchange for the options, typically the vesting period. The weighted-average fair value per share of options is estimated on the date of grant using the Black-Scholes option pricing model.

***Option Value and Assumptions***

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Weighted-average fair value per share | $141.40 | $118.22 | $ 83.59 |
| **Assumptions:** | | | |
| Risk-free interest rate | 4.4 % | 4.3 % | 4.0 % |
| Expected dividend yield | 0.9 % | 1.1 % | 1.2 % |
| Expected stock price volatility | 29.1 % | 29.9 % | 29.0 % |
| Expected option life (years) | 6.4 | 6.3 | 6.2 |

The risk-free interest rate for periods within the expected life of options granted is based on the United States Treasury yield curve in effect at the time of grant. Expected stock price volatility is based on the historical volatility of our stock. The expected option life, representing the period of time that options granted are expected to be outstanding, is based on historical option exercise and employee termination data.

***2025 Stock Option Activity***

| | Shares (in millions) | Weighted-Average Exercise Price | Weighted-Average Remaining Term (in years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| **Outstanding January 1** | **10.8** | **$ 214.87** | | |
| Granted | 1.0 | 392.36 | | |
| Exercised | (1.2) | 158.83 | | |
| Canceled or forfeited | (0.2) | 313.05 | | |
| **Outstanding December 31** | **10.4** | **$ 234.56** | **5.0** | **$ 1,246.1** |
| Exercisable December 31 | 6.9 | $ 195.53 | 3.7 | $ 1,073.4 |
| Options expected to vest | 3.3 | $ 309.91 | 7.5 | $ 166.7 |

The aggregate intrinsic value of options, which represents the cumulative difference between the fair market value of the underlying common stock and the option exercise prices, exercised was $260, $362 and $318 in 2025, 2024 and 2023. Exercise prices for options outstanding ranged from $96.64 to $392.39 on December 31, 2025. On December 31, 2025 there was $160 of unrecognized compensation cost related to nonvested stock options granted under the long-term incentive plans. That cost is expected to be recognized as expense over the weighted-average period of approximately 1.5 years.

***Restricted Stock Units (RSUs) and Performance Stock Units (PSUs) Activity***

| | Shares (in millions) | | Weighted-Average Grant Date Fair Value | |
|---|---|---|---|---|
| | RSUs | PSUs | RSUs | PSUs |
| **Nonvested on January 1** | **0.7** | **0.2** | **$ 290.58** | **$ 287.51** |
| Granted | 0.3 | 0.1 | 385.68 | 334.24 |
| Vested | (0.3) | (0.1) | 277.40 | 254.47 |
| Canceled or forfeited | (0.1) | — | 337.17 | — |
| **Nonvested on December 31** | **0.6** | **0.2** | **$ 344.25** | **$ 333.06** |

On December 31, 2025 there was $100 of unrecognized compensation cost related to nonvested RSUs. That cost is expected to be recognized as expense over the weighted-average period of approximately one year. The weighted-average grant date fair value per share of RSUs granted was $385.68 and $332.64 in 2025 and 2024. The fair value of RSUs and PSUs vested in 2025 was $91 and $26. On December 31, 2025 there was $26 of unrecognized compensation cost related to nonvested PSUs. That cost is expected to be recognized as expense over the weighted-average period of approximately one year.

**Employee Stock Purchase Plans (ESPP)**

Employees may participate in our ESPP provided they meet certain eligibility requirements. The purchase price for our common stock under the terms of the ESPP is defined as 95% of the closing stock price on the last trading day of a purchase period. We issued 178,090 and 173,708 shares under the ESPP in 2025 and 2024.

## NOTE 10 - DEBT AND CREDIT FACILITIES

We have lines of credit issued by various financial institutions that are available to fund our day-to-day operating needs. Certain of our credit facilities require us to comply with financial and other covenants. We were in compliance with all covenants on December 31, 2025.

In February 2025 we entered into a new revolving credit agreement that replaces our previous agreement dated October 2021. The primary changes included increasing the aggregate principal amount of the facility by $750 to $3,000 and extending the maturity date to February 25, 2030. On December 31, 2025 there were no borrowings outstanding under our revolving credit facility or our commercial paper program which allows for maturities up to 397 days from the date of issuance. The maximum amount of our commercial paper that can be outstanding at any time is $3,000.

In February 2025 we issued $500 of 4.550% senior unsecured notes due February 10, 2027, $700 of 4.700% senior unsecured notes due February 10, 2028, $800 of 4.850% senior unsecured notes due February 10, 2030 and $1,000 of 5.200% senior unsecured notes due February 10, 2035. In June 2025 we repaid $650 of 1.150% senior unsecured notes. In November 2025 we repaid $750 of 3.375% senior unsecured notes. The following table summarizes our total debt at December 31:

***Summary of Total Debt***

| Rate | Due | 2025 | 2024 |
|---|---|---|---|
| Senior unsecured notes: | | | |
| 1.150% | June 15, 2025 | $ — | $ 649 |
| 3.375% | November 1, 2025 | — | 750 |
| 3.500% | March 15, 2026 | 1,000 | 998 |
| 4.550% | February 10, 2027 | 498 | — |
| 2.125% | November 30, 2027 | 881 | 777 |
| 4.700% | February 10, 2028 | 697 | — |
| 3.650% | March 7, 2028 | 599 | 598 |
| 4.850% | December 8, 2028 | 597 | 596 |
| 3.375% | December 11, 2028 | 704 | 621 |
| 0.750% | March 1, 2029 | 939 | 828 |
| 4.250% | September 11, 2029 | 744 | 743 |
| 4.850% | February 10, 2030 | 794 | — |
| 1.950% | June 15, 2030 | 995 | 993 |
| 2.625% | November 30, 2030 | 759 | 669 |
| 1.000% | December 3, 2031 | 876 | 772 |
| 3.375% | September 11, 2032 | 934 | 824 |
| 4.625% | September 11, 2034 | 741 | 740 |
| 5.200% | February 10, 2035 | 990 | — |
| 3.625% | September 11, 2036 | 695 | 613 |
| 4.100% | April 1, 2043 | 393 | 393 |
| 4.375% | May 15, 2044 | 396 | 396 |
| 4.625% | March 15, 2046 | 984 | 984 |
| 2.900% | June 15, 2050 | 643 | 643 |
| Other | | — | 10 |
| **Total debt** | | **$15,859** | **$13,597** |
| Less current maturities | | 1,000 | 1,409 |
| **Total long-term debt** | | **$14,859** | **$12,188** |
| | | | |
| Unamortized debt issuance costs | | $ 70 | $ 63 |
| Borrowing capacity on existing facilities | | $ 2,911 | $ 2,160 |
| Fair value of senior unsecured notes | | $15,344 | $12,780 |

The fair value of the senior unsecured notes was estimated using quoted interest rates, maturities and amounts of borrowings based on quoted active market prices and yields that took into account the underlying terms of the debt instruments. Substantially all of our debt is classified within Level 2 of the fair value hierarchy.

Interest expense on outstanding debt and credit facilities, including required fees incurred totaled $582, $396 and $356 in 2025, 2024 and 2023.

## NOTE 11 - INCOME TAXES

On January 1, 2025 we prospectively adopted ASU 2023-09 (Topic 740): *Income Taxes: Improvements to Income Tax Disclosures* which expands the existing rules on income tax disclosures. This update requires entities to disclose specific categories in the tax rate reconciliation, provide additional information for reconciling items that meet a quantitative threshold and disclose additional information about income taxes paid on an annual basis. In determining the reconciling items we considered the effect of tax rulings as part of the statutory tax rate.

Our effective tax rate was 28.1%, 14.3% and 13.8% for 2025, 2024 and 2023. The effective income tax rate for 2025 increased from 2024 due to the 2025 tax effect of transfers of intellectual property between tax jurisdictions and the 2024 tax effect of the sale of the Spinal Implants business. The effective income tax rate for 2024 increased from 2023 due to the 2023 tax effect of transfers of intellectual property between tax jurisdictions offset by the 2024 tax effect of the sale of the Spinal Implants business.

### *Effective Income Tax Rate Reconciliation*

| | 2025 | |
|---|---|---|
| | Amount | Percent |
| **United States federal statutory rate** | $ 948 | 21.0 % |
| **State and Local Income Taxes, Net of Federal Income Tax Effect[1]** | 173 | 3.8 |
| **Foreign Tax Effects** | | |
| Ireland | | |
| Statutory tax rate difference | (177) | (3.9) |
| Other | 17 | 0.4 |
| Puerto Rico | | |
| Statutory tax rate difference | (49) | (1.1) |
| Withholding Tax | 60 | 1.3 |
| Expiration of credits carryforward | 78 | 1.7 |
| Change in valuation allowance | (78) | (1.7) |
| Other | (4) | (0.1) |
| Other foreign jurisdictions | 20 | 0.4 |
| **Effect of changes in tax laws or rates enacted in the current period** | — | — |
| **Effect of Cross-Border Tax Laws** | | |
| Direct foreign tax credits | (90) | (2.0) |
| Global intangible low-taxed income | 70 | 1.6 |
| **Tax Credits** | | |
| Research and development tax credits | (53) | (1.2) |
| **Changes in Valuation Allowances** | — | — |
| **Nontaxable or Nondeductible Items** | | |
| Spinal Implants divestiture | (51) | (1.1) |
| Transfers of intellectual property | 405 | 9.0 |
| **Changes in unrecognized Tax Benefits** | 17 | 0.4 |
| **Other Adjustments** | (18) | (0.4) |
| **Effective Tax Rate** | **$1,268** | **28.1 %** |

[1] State taxes in Pennsylvania, New York, Illinois, Florida, California, Michigan, Indiana, and Tennessee accounted for the majority (greater than 50%) of the tax effect in this category.

### *Effective Income Tax Rate Reconciliation*

| | 2024 | 2023 |
|---|---|---|
| **United States federal statutory rate** | **21.0 %** | **21.0 %** |
| United States state and local income taxes, less federal deduction | 1.1 | 1.1 |
| Foreign income tax at rates other than 21% | (4.1) | (6.8) |
| Tax related to repatriation of foreign earnings | 0.3 | 1.2 |
| United States research and development credits | (1.4) | (1.2) |
| Intellectual property transfers | — | (3.3) |
| Goodwill impairment | 2.8 | — |
| Outside basis difference related to the anticipated sale of the Spinal Implants business | (4.9) | — |
| Other | (0.5) | 1.8 |
| **Effective income tax rate** | **14.3 %** | **13.8 %** |

### *Cash paid for income taxes (net of refunds received)*

| | 2025 |
|---|---|
| **United States - Federal** | 533 |
| **United States - State** | 71 |
| **Foreign** | |
| Ireland | 175 |
| Other | 223 |
| Subtotal | 398 |
| **Total** | **$ 1,002** |

### *Earnings Before Income Taxes*

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| United States | $ 1,434 | $ 523 | $ 701 |
| International | 3,080 | 2,969 | 2,972 |
| **Total** | **$ 4,514** | **$ 3,492** | **$ 3,673** |

### *Components of Income Tax Expense (Benefit)*

| **Current income tax expense (benefit):** | 2025 | 2024 | 2023 |
|---|---|---|---|
| United States federal | $ 414 | $ 490 | $ 236 |
| United States state and local | 149 | 90 | 48 |
| International | 313 | 289 | 430 |
| **Total current income tax expense** | **$ 876** | **$ 869** | **$ 714** |
| **Deferred income tax expense (benefit):** | | | |
| United States federal | $ 186 | $ (462) | $ (212) |
| United States state and local | 78 | (76) | (20) |
| International | 128 | 168 | 26 |
| **Total deferred income tax expense (benefit)** | **$ 392** | **$ (370)** | **$ (206)** |
| **Total income tax expense** | **$ 1,268** | **$ 499** | **$ 508** |

Interest included in interest expense was $18, $13, and $1 in 2025, 2024 and 2023. The United States federal deferred income tax expense (benefit) includes the utilization of net operating loss carryforwards of $32, $9 and $189 in 2025, 2024 and 2023.

### *Deferred Income Tax Assets and Liabilities*

| **Deferred income tax assets:** | 2025 | 2024 |
|---|---|---|
| Inventories | $ 553 | $ 551 |
| Other accrued expenses | 401 | 207 |
| Depreciation and amortization | 546 | 715 |
| State income taxes | 90 | 167 |
| Share-based compensation | 117 | 100 |
| Research and development capitalization | 40 | 408 |
| International interest expense carryforwards | 56 | 52 |
| Net operating loss and credit carryforwards | 315 | 410 |
| Outside basis difference related to the anticipated sale of the Spinal Implants business | — | 170 |
| Other | 352 | 310 |
| **Total deferred income tax assets** | **$ 2,470** | **$ 3,090** |
| Less valuation allowances | (148) | (228) |
| **Net deferred income tax assets** | **$ 2,322** | **$ 2,862** |
| **Deferred income tax liabilities:** | | |
| Depreciation and amortization | $ (1,222) | $ (1,141) |
| Undistributed earnings | (139) | (61) |
| **Total deferred income tax liabilities** | **$ (1,361)** | **$ (1,202)** |
| **Net deferred income tax assets** | **$ 961** | **$ 1,660** |
| **Reported as:** | | |
| Noncurrent deferred income tax assets | $ 1,098 | $ 1,742 |
| Noncurrent liabilities—Other liabilities | (137) | (82) |
| **Total** | **$ 961** | **$ 1,660** |

Accrued interest was $96 and $71 on December 31, 2025 and 2024 which was reported in accrued expenses and other liabilities and other noncurrent liabilities.

United States federal loss carryforwards of $271, with $57 of associated deferred tax asset and with $2 being subject to a valuation allowance, begin to expire in 2026. United States state loss carryforwards of $1,606, with $64 associated deferred tax asset and with $33 being subject to a valuation allowance, begin to expire in 2026. International loss carryforwards of $309, with $67 of associated deferred tax asset and with $61 being subject to a valuation allowance, begin to expire in 2026; however, some have no expiration. We also have tax credit carryforwards of $141 with $4 being subject to a full valuation allowance. The credits with a full valuation allowance begin to expire in 2026.

We recorded deferred income tax on undistributed earnings of foreign subsidiaries not determined to be indefinitely reinvested. The amount of undistributed earnings of foreign subsidiaries determined to be indefinitely reinvested at December 31, 2025 was approximately $11.7 billion. Determination of the total amount of unrecognized deferred income tax on undistributed earnings of foreign subsidiaries is not practicable.

***Uncertain Income Tax Positions***

| | 2025 | 2024 |
|---|---|---|
| **Beginning uncertain tax positions** | $ 349 | $ 371 |
| Increases related to current year income tax positions | 19 | 18 |
| Increases related to prior year income tax positions | 12 | — |
| Decreases related to prior year income tax positions | — | (4) |
| Settlements of income tax audits | — | (21) |
| Statute of limitations expirations and other | (4) | (3) |
| Foreign currency translation | 27 | (12) |
| **Ending uncertain tax positions** | $ 403 | $ 349 |
| **Reported as:** | | |
| Noncurrent liabilities—Income taxes | $ 403 | $ 349 |

Our income tax expense would have been reduced by $279 and $224 in 2025 and 2024 had our uncertain income tax positions been favorably resolved. It is reasonably possible that the amount of unrecognized tax benefits will significantly change due to one or more of the following events in the next 12 months: expiring statutes, audit activity, tax payments, competent authority proceedings related to transfer pricing or final decisions in matters that are the subject of controversy in various taxing jurisdictions in which we operate, including inventory transfer pricing, cost sharing, product royalty and foreign branch arrangements. We are not able to reasonably estimate the amount or the future periods in which changes in unrecognized tax benefits may be resolved. Interest incurred associated with uncertain tax positions is included in interest expense.

Income tax authorities in various jurisdictions globally conduct routine audits of our income tax returns to determine if they agree with our interpretations of income tax regulations. Any audit assessment, draft audit assessment, or final audit report received is reviewed for new information and evaluated for proper financial statement treatment. We received a final audit report and assessments from the German Federal Central Tax Office (FCTO) related to the years 2010 through 2017 of $754 and expect to receive additional assessments of $11 based on the final audit report. We intend to defend our filing positions through the FCTO independent appeals process and/or litigation as necessary. If the resolution of this matter results in additional German income taxes, we expect to pursue a claim for associated foreign tax credits. Our unrecognized tax benefits associated with this matter remain unchanged from 2024.

Income tax years are open from 2019 through 2025 for the United States federal jurisdiction and are open for other major jurisdictions from 2010 through 2025.

## NOTE 12 - RETIREMENT PLANS

### Defined Contribution Plans

We provide certain employees with defined contribution plans and other types of retirement plans. A portion of our retirement plan expense under the defined contribution plans is funded with Stryker common stock. The use of Stryker common stock represents a non-cash operating activity that is not reflected in our Consolidated Statements of Cash Flows.

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Plan expense | $ 399 | $ 376 | $ 327 |
| Expense funded with Stryker common stock | 72 | 62 | 57 |
| **Stryker common stock held by plan:** | | | |
| Dollar amount | $ 763 | $ 781 | $ 649 |
| Shares (in millions) | 2.2 | 2.2 | 2.2 |
| Value as a percentage of total plan assets | 8 % | 10 % | 10 % |

### Defined Benefit Plans

Certain of our subsidiaries have both funded and unfunded defined benefit pension plans covering some or all of their employees. The majority of our defined benefit pension plans have projected benefit obligations in excess of plan assets.

### Discount Rate

The discount rates were selected using a hypothetical portfolio of high quality bonds on December 31 that would provide the necessary cash flows to match our projected benefit payments.

### Expected Return on Plan Assets

The expected return on plan assets is determined by applying the target allocation in each asset category of plan investments to the anticipated return for each asset category based on historical and projected returns.

***Components of Net Periodic Pension Cost***

| **Net periodic benefit cost:** | 2025 | 2024 | 2023 |
|---|---|---|---|
| Service cost | $ (42) | $ (39) | $ (32) |
| Interest cost | (24) | (21) | (23) |
| Expected return on plan assets | 22 | 19 | 18 |
| Amortization of prior service credit | 2 | 1 | 1 |
| Recognized actuarial gain (loss) | (2) | (1) | 4 |
| **Net periodic benefit cost** | $ (44) | $ (41) | $ (32) |
| **Changes in assets and benefit obligations recognized in OCI:** | | | |
| Net actuarial gain (loss) | $ 93 | $ 43 | $ (67) |
| Recognized net actuarial (gain) loss | 2 | 1 | (4) |
| Prior service credit and transition amount | (2) | (1) | (1) |
| **Total recognized in other comprehensive income (loss)** | $ 93 | $ 43 | $ (72) |
| **Total recognized in net periodic benefit cost and OCI** | $ 49 | $ 2 | $(104) |
| **Weighted-average rates used to determine net periodic benefit cost:** | | | |
| Discount rate | 2.9 % | 2.8 % | 3.3 % |
| Expected return on plan assets | 4.1 % | 4.3 % | 4.2 % |
| Rate of compensation increase | 2.9 % | 3.0 % | 3.0 % |
| Weighted-average discount rate used to determine projected benefit obligations | 3.6 % | 2.9 % | 2.8 % |

The actuarial gain (loss) for all pension plans was primarily related to a change in the discount rate used to measure the benefit obligations of those plans.

### Investment Strategy

The investment strategy for our defined benefit pension plans is to meet the liabilities of the plans as they fall due and to maximize the return on invested assets within appropriate risk tolerances.

| | 2025 | 2024 |
|---|---|---|
| Fair value of plan assets | $ 560 | $ 492 |
| Benefit obligations | (829) | (782) |
| **Funded status** | $ (269) | $ (290) |
| **Reported as:** | | |
| Noncurrent assets—other assets | $ 72 | $ 48 |
| Current liabilities—accrued compensation | (5) | (3) |
| Noncurrent liabilities—other liabilities | (336) | (335) |
| **Pre-tax amounts recognized in AOCI:** | | |
| Unrecognized net actuarial gain (loss) | 101 | 6 |
| Unrecognized prior service credit | 8 | 8 |
| **Total** | $ 109 | $ 14 |

***Change in Benefit Obligations***

| | 2025 | 2024 |
|---|---|---|
| **Beginning projected benefit obligations** | $ 782 | $ 826 |
| Service cost | 42 | 39 |
| Interest cost | 24 | 21 |
| Foreign exchange impact and other | 114 | (52) |
| Employee contributions | 9 | 7 |
| Actuarial (gains) losses | (116) | (40) |
| Benefits paid | (26) | (19) |
| **Ending projected benefit obligations** | $ 829 | $ 782 |
| **Ending accumulated benefit obligations** | $ 786 | $ 748 |

***Change in Plan Assets***

| | 2025 | 2024 |
|---|---|---|
| **Beginning fair value of plan assets** | **$ 492** | **$ 485** |
| Actual return | (3) | 22 |
| Employer contributions | 23 | 23 |
| Employee contributions | 9 | 7 |
| Foreign exchange impact | 60 | (31) |
| Benefits paid | (21) | (14) |
| **Ending fair value of plan assets** | **$ 560** | **$ 492** |

***Allocation of Plan Assets***

| | 2026 Target | 2025 Actual | 2024 Actual |
|---|---|---|---|
| Equity securities | 26 % | 32 % | 28 % |
| Debt securities | 41 | 39 | 40 |
| Other | 33 | 29 | 32 |
| **Total** | **100 %** | **100 %** | **100 %** |

***Valuation of Plan Assets***

| 2025 | Level 1 | Level 2 | Level 3 | Total |
|---|---|---|---|---|
| Cash and cash equivalents | $ 16 | $ — | $ — | $ 16 |
| Equity securities | 9 | 162 | — | 171 |
| Debt securities | 2 | 230 | — | 232 |
| Other | 4 | 83 | 54 | 141 |
| **Total** | **$ 31** | **$ 475** | **$ 54** | **$ 560** |

| 2024 | Level 1 | Level 2 | Level 3 | Total |
|---|---|---|---|---|
| Cash and cash equivalents | $ 17 | $ — | $ — | $ 17 |
| Equity securities | 8 | 125 | — | 133 |
| Debt securities | 2 | 203 | — | 205 |
| Other | 4 | 76 | 57 | 137 |
| **Total** | **$ 31** | **$ 404** | **$ 57** | **$ 492** |

Our Level 3 pension plan assets primarily include guaranteed investment contracts with insurance companies. The insurance contracts guarantee us principal repayment and a fixed rate of return. The $3 decrease in Level 3 pension plan assets is primarily driven by the change in the corresponding pension liability. We expect to contribute $24 to our defined benefit pension plans in 2026.

***Estimated Future Benefit Payments***

| 2026 | 2027 | 2028 | 2029 | 2030 | 2031-2035 |
|---|---|---|---|---|---|
| $ 29 | $ 32 | $ 33 | $ 34 | $ 38 | $ 223 |

## NOTE 13 - SUMMARY OF QUARTERLY DATA (UNAUDITED)

| 2025 Quarters | Mar 31 | Jun 30 | Sep 30 | Dec 31 |
|---|---|---|---|---|
| **Net sales** | **$ 5,866** | **$ 6,022** | **$ 6,057** | **$ 7,171** |
| Gross profit | 3,744 | 3,841 | 3,852 | 4,628 |
| Earnings before income taxes | 764 | 1,016 | 1,029 | 1,705 |
| **Net earnings** | **654** | **884** | **859** | **849** |
| **Net earnings per share of common stock:** | | | | |
| Basic | $ 1.71 | $ 2.32 | $ 2.25 | $ 2.21 |
| Diluted | $ 1.69 | $ 2.29 | $ 2.22 | $ 2.20 |
| Dividends declared per share of common stock | $ 0.84 | $ 0.84 | $ 0.84 | $ 0.88 |

| 2024 Quarters | Mar 31 | Jun 30 | Sep 30 | Dec 31 |
|---|---|---|---|---|
| **Net sales** | **$ 5,243** | **$ 5,422** | **$ 5,494** | **$ 6,436** |
| Gross profit | 3,333 | 3,416 | 3,517 | 4,174 |
| Earnings before income taxes | 923 | 998 | 1,043 | 528 |
| **Net earnings** | **788** | **825** | **834** | **546** |
| **Net earnings per share of common stock:** | | | | |
| Basic | $ 2.07 | $ 2.17 | $ 2.18 | $ 1.43 |
| Diluted | $ 2.05 | $ 2.14 | $ 2.16 | $ 1.41 |
| Dividends declared per share of common stock | $ 0.80 | $ 0.80 | $ 0.80 | $ 0.84 |

## NOTE 14 - SEGMENT AND GEOGRAPHIC DATA

We segregate our operations into two reportable business segments: (i) MedSurg and Neurotechnology and (ii) Orthopaedics which aligns to our internal reporting structure and how our Chief Operating Decision Maker (CODM) assesses performance and allocates resources. The CODM is the Chief Executive Officer. The CODM makes decisions on resource allocation, assesses performance of the business, and monitors budget versus actual results using segment operating income.

The Corporate and Other category shown in the table below includes corporate and administration, corporate initiatives and share-based compensation, which includes compensation related to employee stock options, restricted stock units and performance stock unit grants and director stock options and restricted stock unit grants.

***Segment Results***

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| MedSurg and Neurotechnology | $ 15,647 | $ 13,518 | $ 12,163 |
| Orthopaedics | $ 9,469 | 9,077 | 8,335 |
| **Net sales** | **$ 25,116** | **$ 22,595** | **$ 20,498** |
| MedSurg and Neurotechnology | $ 5,859 | $ 5,320 | $ 4,876 |
| Orthopaedics | $ 2,570 | 2,400 | 2,254 |
| **Cost of sales** | **$ 8,429** | **$ 7,720** | **$ 7,130** |
| MedSurg and Neurotechnology | $ 948 | $ 784 | $ 702 |
| Orthopaedics | $ 524 | 540 | 508 |
| **Segment research, development and engineering expenses** | **$ 1,472** | **$ 1,324** | **$ 1,210** |
| MedSurg and Neurotechnology | $ 3,931 | $ 3,203 | $ 2,934 |
| Orthopaedics | $ 3,132 | 3,111 | 2,922 |
| **Segment selling, general and administrative expenses** | **$ 7,063** | **$ 6,314** | **$ 5,856** |
| MedSurg and Neurotechnology | $ 237 | $ 208 | $ 181 |
| Orthopaedics | 423 | 433 | 386 |
| **Segment depreciation and amortization** | **$ 660** | **$ 641** | **$ 567** |
| Corporate and Other | 178 | 162 | 139 |
| Amortization of intangible assets | 732 | 623 | 635 |
| **Total depreciation and amortization** | **$ 1,570** | **$ 1,426** | **$ 1,341** |
| MedSurg and Neurotechnology | $ 4,672 | $ 4,004 | $ 3,470 |
| Orthopaedics | 2,820 | 2,591 | 2,265 |
| **Segment operating income** | **$ 7,492** | **$ 6,595** | **$ 5,735** |
| **Items not allocated to segments:** | | | |
| Corporate and Other | $ (889) | $ (880) | $ (780) |
| Inventory stepped up to fair value | (173) | (46) | — |
| Acquisition and integration-related charges | (335) | (108) | (20) |
| Amortization of intangible assets | (732) | (623) | (635) |
| Structural optimization and other special charges | (191) | (138) | (170) |
| Goodwill and other impairments | (170) | (977) | (36) |
| Medical device regulation | (38) | (58) | (96) |
| Recall-related matters | (58) | (40) | (18) |
| Regulatory and legal matters | (17) | (36) | (92) |
| **Consolidated operating income** | **$ 4,889** | **$ 3,689** | **$ 3,888** |

***Segment Assets and Capital Spending***

| **Assets:** | 2025 | 2024 |
|---|---|---|
| MedSurg and Neurotechnology | $ 27,647 | $ 23,115 |
| Orthopaedics | 18,641 | 18,507 |
| **Total segment assets** | **$ 46,288** | **$ 41,622** |
| Corporate and Other | 1,556 | 1,349 |
| **Total assets** | **$ 47,844** | **$ 42,971** |

| **Purchases of property, plant and equipment:** | 2025 | 2024 | 2023 |
|---|---|---|---|
| Orthopaedics | $ 296 | $ 230 | $ 179 |
| MedSurg and Neurotechnology | 220 | 276 | 183 |
| **Total segment purchases of property, plant and equipment** | **$ 516** | **$ 506** | **$ 362** |
| Corporate and Other | 245 | 249 | 213 |
| **Total purchases of property, plant and equipment** | **$ 761** | **$ 755** | **$ 575** |

We measure the financial results of our reportable segments using an internal performance measure that excludes acquisition and integration-related charges, structural optimization and other special charges, goodwill and other impairments, reserves for certain product recall matters and reserves for certain legal and regulatory matters. Identifiable assets are those assets used exclusively in the operations of each business segment or allocated when used jointly. Corporate assets are principally

property, plant and equipment and noncurrent assets.

The countries in which we have local revenue generating operations have been combined into the following geographic areas: the United States; Europe, Middle East, Africa; Asia Pacific; and other foreign countries, which include Canada and countries in the Latin American region. Net sales are reported based on the geographic area of the Stryker location where the sales to the customer originated.

***Geographic Information***

| | Net Sales | | | Net Property, Plant and Equipment | |
|---|---|---|---|---|---|
| | 2025 | 2024 | 2023 | 2025 | 2024 |
| United States | $ 19,006 | $ 16,943 | $ 15,257 | $ 2,084 | $ 1,997 |
| Europe, Middle East, Africa | 3,181 | 2,897 | 2,618 | 1,562 | 1,260 |
| Asia Pacific | 2,164 | 2,020 | 1,946 | 97 | 75 |
| Other countries | 765 | 735 | 677 | 133 | 116 |
| Total | **$ 25,116** | **$ 22,595** | **$ 20,498** | **$ 3,876** | **$ 3,448** |

## NOTE 15 - ASSET IMPAIRMENTS

During 2025, 2024 and 2023 we recorded impairment charges of $109, $159 and $36 to write off long-lived and intangible assets excluding long-lived assets held for sale which included charges related to certain product line exits.

## NOTE 16 - SALE OF SPINAL IMPLANTS BUSINESS

During the fourth quarter 2024 management committed to a plan to sell certain assets associated with the Spinal Implants business (disposal group) and such assets were classified as held for sale beginning November 2024. As a result we recorded a valuation allowance of $362 to record the disposal group at its fair value less cost to sell within goodwill and other impairments in our Consolidated Statements of Earnings.

In April 2025 we completed the sale of the disposal group to the Viscogliosi Brothers, LLC. In the first half of 2025 we recognized immaterial impairment charges to record the disposal group at its fair value less cost to sell within goodwill and other impairments in our Consolidated Statements of Earnings. The fair value of the disposal group and consideration received was measured using a discounted cash flow analysis based upon the selling price and unobservable inputs, such as market conditions and the rate used to discount the estimated future cash flows to their present value based on factors including the disposal group's cost of equity and market yield rates, which are Level 3 inputs. Consideration could increase by up to $57 or decrease by up to $245 based on the amount received.

The assets associated with the disposal group are reported in our Orthopaedics segment at December 31, 2024. The assets and liabilities held for sale at December 31, 2024 are classified within prepaid expenses and other current assets and accrued expenses and other liabilities in our Consolidated Balance Sheets. The assets and liabilities of the disposal group at the date of sale and at December 31, 2024 were as follows:

| | Date of Sale 2025 | Held for Sale December 31 2024 |
|---|---|---|
| Accounts receivable, net | $ 56 | $ 62 |
| Total inventories | 195 | 183 |
| Prepaid expenses and other current assets | 27 | 10 |
| Property, plant and equipment, net | 53 | 51 |
| Other intangibles, net | 323 | 326 |
| Noncurrent deferred income tax assets | 9 | 9 |
| Other noncurrent assets | 179 | 171 |
| Valuation allowance | (395) | (362) |
| **Total assets** | **$ 447** | **$ 450** |
| | | |
| Accounts payable | $ 41 | $ 28 |
| Accrued compensation | 20 | 26 |
| Accrued expenses and other liabilities | 24 | 29 |
| Other noncurrent liabilities | 27 | 21 |
| **Total liabilities** | **$ 112** | **$ 104** |

## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

Not applicable.

## ITEM 9A. CONTROLS AND PROCEDURES.

### Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Chief Executive Officer and Chief Financial Officer (the Certifying Officers), evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended) (Exchange Act) as of December 31, 2025. Based on that evaluation, the Certifying Officers concluded that the Company's disclosure controls and procedures were effective as of December 31, 2025.

### Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting during the fourth quarter of 2025 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### 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 Exchange Act Rule 13a-15(f). The Company's internal control over financial reporting was designed to provide reasonable assurance to the Company's management and Board of Directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and 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.

The Company's management assessed the effectiveness of our internal control over financial reporting on December 31, 2025. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework (2013)*. We have excluded from our assessment the operations and related assets of Inari, which we acquired in February 2025. As of December 31, 2025 Inari represented approximately 10% of our total assets, including the goodwill and intangible assets recorded as part of the purchase price allocation, and approximately 2.3% of our net sales for the year ended December 31, 2025. Based on its assessment, management concluded that our internal control over financial reporting was effective as of December 31, 2025.

Stryker's independent registered public accounting firm has issued an audit report on their assessment of the effectiveness of the Company's internal control over financial reporting.

### Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Stryker Corporation

### Opinion on Internal Control Over Financial Reporting

We have audited Stryker Corporation and subsidiaries' internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Stryker Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

As indicated in the accompanying Management's Annual Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Inari Medical, Inc. (Inari), which is included in the 2025 consolidated financial statements of the Company and constituted 10% of total assets as of December 31, 2025 and 2.3% of net sales for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Inari.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2025 consolidated financial statements of the Company and our report dated February 11, 2026 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### 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 (1)

pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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.

/s/ Ernst & Young LLP

Grand Rapids, Michigan

February 11, 2026

## ITEM 9B. OTHER INFORMATION.

**Trading Plan Arrangements**

Certain of our officers or directors have made elections to participate in and are participating in, our employee stock purchase plan and 401(k) plan and have made and may from time to time make elections to have shares withheld to cover withholding taxes due or pay the exercise price of stock options, restricted stock units and performance stock units which may constitute non-Rule 10b5–1 trading arrangements (as defined in Item 408(c) 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.

Information regarding our executive officers appears under the caption "Information about our Executive Officers" in Part I, Item 1 of this report.

Information regarding our directors and certain corporate governance and other matters appearing under the captions "Proposal 1—Election of Directors," "Corporate Governance," and "Additional Information—Delinquent Section 16(a) Reports" in the 2026 proxy statement is incorporated herein by reference.

We have adopted Corporate Policy 6 (Trading in Securities by Company Personnel) and Insider Trading Guidelines (collectively, Insider Trading Policies) which govern the purchase, sale and/or other disposition of our securities by our directors, officers and employees, as well as by the Company itself, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations and New York Stock Exchange listing standards. Copies of the Insider Trading Policies are filed as Exhibits 19(i) and 19(ii) to this report.

The Corporate Governance Guidelines adopted by our Board of Directors, as well as the charters of each of the Audit Committee, the Governance and Nominating Committee and the Compensation Committee and the Code of Conduct applicable to the principal executive officer, president, principal financial officer and principal accounting officer or controller or persons performing similar functions are posted on the "Corporate Governance" section of our website at *www.stryker.com*.

## ITEM 11. EXECUTIVE COMPENSATION.

Information regarding the compensation of our management appearing under the captions "Compensation Discussion and Analysis," "Compensation and Human Capital Committee Report," "Executive Compensation" and "Compensation of Directors" in the 2026 proxy statement is incorporated herein by reference.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information under the caption "Stock Ownership" in the 2026 proxy statement is incorporated herein by reference.

On December 31, 2025 we had an equity compensation plan under which options were granted at a price not less than fair market value at the date of grant and under which awards of restricted stock units (RSUs) and performance stock units (PSUs) were made. Options and RSUs were also awarded under a previous plan. Additional information regarding our equity compensation plans appears in Note 1 and Note 9 to our Consolidated Financial Statements. On December 31, 2025 we also had a stock performance incentive award program pursuant to which shares of our common stock were and may be issued to certain employees with respect to performance. The status of these plans, each of which were previously submitted to and approved by our shareholders, on December 31, 2025 is as follows:

| Plan | Number of securities to be issued upon exercise of outstanding options, warrants and rights | Weighted-average exercise price of outstanding options, warrants and rights | Number of securities remaining available for future issuance under equity compensation plans (excluding shares reflected in the first column) |
|---|---|---|---|
| 2008 Employee Stock Purchase Plan | N/A | N/A | 4,925,529 |
| 2011 Long-Term Incentive Plan[1] | 11,165,209 | $ 234.56 | 31,297,061 |
| 2011 Performance Incentive Award Plan | N/A | N/A | 335,395 |
| **Total** | | | **36,557,985** |

[1] The 2011 Long-Term Incentive Plan securities to be issued upon exercise include 627,908 RSUs and 174,228 PSUs. The weighted-average exercise price does not take these awards into account.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

The information under the caption "Corporate Governance" and "Corporate Governance—Certain Relationships and Related Party Transactions" in the 2026 proxy statement is incorporated herein by reference.

## ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

The information under the caption "Proposal 2—Ratification of Appointment of our Independent Registered Public Accounting Firm" in the 2026 proxy statement is incorporated herein by reference.

## PART IV

## ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

(a) 1. Financial Statements

The following Consolidated Financial Statements are set forth in Part II, Item 8 of this report.


| | |
|---|---|
| Report of Independent Registered Public Accounting Firm | 25 |
| Consolidated Statements of Earnings for 2025, 2024 and 2023 | 27 |
| Consolidated Statements of Comprehensive Income for 2025, 2024 and 2023 | 27 |
| Consolidated Balance Sheets on 2025 and 2024 | 28 |
| Consolidated Statements of Shareholders' Equity for 2025, 2024 and 2023 | 29 |
| Consolidated Statements of Cash Flows for 2025, 2024 and 2023 | 30 |
| Notes to Consolidated Financial Statements | 31 |


(a) 2. Financial Statement Schedules

The Consolidated Financial Statement schedule of Stryker Corporation and its subsidiaries is:

**SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS**

| Description | Balance at Beginning of Period | Additions: Charged to Costs & Expenses | Deductions: Uncollectible Amounts Written Off, Net of Recoveries | Deductions: Effect of Changes in Foreign Currency Exchange Rates | Balance at End of Period |
|---|---|---|---|---|---|
| DEDUCTED FROM ASSET ACCOUNTS | | | | | |
| Allowance for Doubtful Accounts: | | | | | |
| Year ended December 31, 2025 | $ 213 | $ 95 | $ 91 | $ 1 | $ 216 |
| Year ended December 31, 2024 | $ 182 | $ 69 | $ 36 | $ 2 | $ 213 |
| Year ended December 31, 2023 | $ 154 | $ 69 | $ 40 | $ 1 | $ 182 |

All other schedules for which provision is made in the applicable accounting regulation of the United States Securities and Exchange Commission are not required under the related instructions or are inapplicable and, therefore, have been omitted.

(a) 3. Exhibits

**FORM 10-K—ITEM 15(a) 3. AND ITEM 15(c)**
**STRYKER CORPORATION AND SUBSIDIARIES**
**EXHIBIT INDEX**

| | |
|---|---|
| Exhibit 2— | Plan of Acquisition, Reorganization, Arrangement, Liquidation or Succession |
| (i) | Purchase Agreement, dated as of November 4, 2019, among Stryker Corporation, Stryker B.V. and Wright Medical Group N.V. — Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K dated November 6, 2019 (Commission File No. 001-13149). |
| (ii) | Agreement and Plan of Merger, dated as of January 6, 2022, by and among Stryker Corporation, Voice Merger Sub Corp., and Vocera Communications, Inc. — Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K dated January 11, 2022 (Commission File No. 001-13149). |
| (iii) | Agreement and Plan of Merger, dated January 6, 2025, by and between Stryker Corporation and Inari Medical, Inc. — Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K dated January 7, 2025 (Commission File No. 001-13149). |
| Exhibit 3— | Articles of Incorporation and By-Laws |
| (i) | Restated Articles of Incorporation — Incorporated by reference to Exhibit 3(i) to the Company's Form 10-Q for the quarterly period ended September 30, 2018 (Commission File No. 00-09165). |
| (ii) | Amended and Restated Bylaws - Incorporated by reference to Exhibit 3(ii) to the Company's Form 10-K for the year ended December 31, 2022 (Commission File No. 001-13149). |
| Exhibit 4— | Instruments defining the rights of security holders, including indentures—We agree to furnish to the Commission upon request a copy of each instrument pursuant to which long-term debt of Stryker Corporation and its subsidiaries not exceeding 10% of the total assets of Stryker Corporation and its consolidated subsidiaries is authorized. |
| (i) | Indenture, dated January 15, 2010, between Stryker Corporation and U.S. Bank National Association.— Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K dated January 15, 2010 (Commission File No. 000-09165). |

| | |
|---|---|
| (ii) | Fifth Supplemental Indenture (including the form of 2043 note) dated March 25, 2013, between Stryker Corporation and U.S. Bank National Association.— Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated March 25, 2013 (Commission File No. 000-09165). |
| (iii) | Seventh Supplemental Indenture (including the form of 2044 note), dated May 1, 2014, between Stryker Corporation and U.S. Bank National Association.— Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated May 1, 2014 (Commission File No. 000-09165). |
| (iv) | Eighth Supplemental Indenture (including the form of 2025 note), dated October 29, 2015, between Stryker Corporation and U.S. Bank National association.— Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated October 29, 2015 (Commission File No. 000-09165). |
| (v) | Eleventh Supplemental Indenture (including the form of the 2026 note), dated March 10, 2016, between Stryker Corporation and U.S. Bank National Association.— Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated March 10, 2016 (Commission File No. 000-09615). |
| (vi) | Twelfth Supplemental Indenture (including the form of the 2046 note), dated March 10, 2016, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K dated March 10, 2016 (Commission File No. 000-09615). |
| (vii) | Fourteenth Supplemental Indenture (including the form of the 2028 note), dated March 7, 2018, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated March 7, 2018 (Commission File No. 000-09615). |
| (viii) | Sixteenth Supplemental Indenture (including the form of the 2027 note), dated November 30, 2018, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated November 30, 2018 (Commission File No. 000-09615). |
| (ix) | Seventeenth Supplemental Indenture (including the form of the 2030 note), dated November 30, 2018, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated November 30, 2018 (Commission File No. 000-09615). |
| (x) | Twentieth Supplemental Indenture (including the form of the 2029 note), dated December 3, 2019, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated December 3, 2019 (Commission File No. 001-13149). |
| (xi) | Twenty-First Supplemental Indenture (including the form of the 2031 note), dated December 3, 2019, between Stryker Corporation and U.S. Bank National Association. — Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated December 3, 2019 (Commission File No. 001-13149). |
| (xii) | Twenty-Second Supplemental Indenture (including the form of the 2025 note), dated June 4, 2020, between Stryker Corporation and U.S. Bank National Association, as trustee - Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated June 4, 2020 (Commission File No. 001-13149). |
| (xiii) | Twenty-Third Supplemental Indenture (including the form of the 2030 note), dated June 4, 2020, between Stryker Corporation and U.S. Bank National Association — Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated June 4, 2020 (Commission File No. 001-13149). |
| (xiv) | Twenty-Fourth Supplemental Indenture (including the form of the 2050 note), dated June 4, 2020, between Stryker Corporation and U.S. Bank National Association — Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated June 4, 2020 (Commission File No. 001-13149). |
| (xv) | Twenty-Sixth Supplemental Indenture (including the form of the 2028 note), dated December 8, 2023, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated December 8, 2023 (Commission File No. 001-13149). |
| (xvi) | Twenty-Seventh Supplemental Indenture (including the form of the 2028 note), dated December 11, 2023, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated December 11, 2023 (Commission File No. 001-13149). |
| (xvii) | Twenty-Eighth Supplemental Indenture (including the form of 2032 note), dated September 11, 2024, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated September 11, 2024 (Commission File No. 001-13149). |
| (xviii) | Twenty-Ninth Supplemental Indenture (including the form of 2036 note), dated September 11, 2024, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated September 11, 2024 (Commission File No. 001-13149). |
| (xix) | Thirtieth Supplemental Indenture (including the form of 2029 note), dated September 11, 2024, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated September 11, 2024 (Commission File No. 001-13149). |
| (xx) | Thirty-First Supplemental Indenture (including the form of 2034 note), dated September 11, 2024, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K dated September 11, 2024 (Commission File No. 001-13149). |
| (xxi) | Thirty-Second Supplemental Indenture (including the form of 2027 note), dated February 10, 2025, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K dated February 10, 2025 (Commission File No. 001-13149). |
| (xxii) | Thirty-Third Supplemental Indenture (including the form of 2028 note), dated February 10, 2025, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated February 10, 2025 (Commission File No. 001-13149). |
| (xxiii) | Thirty-Fourth Supplemental Indenture (including the form of 2030 note), dated February 10, 2025, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated February 10, 2025 (Commission File No. 001-13149). |
| (xxiv) | Thirty-Fifth Supplemental Indenture (including the form of 2035 note), dated February 10, 2025, between Stryker Corporation and U.S. Bank Trust Company, National Association, as trustee — Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K dated February 10, 2025 (Commission File No. 001-13149). |
| (xxv) † | Description of Securities |

| Exhibit 10— | Material contracts |
|---|---|
| (i)* † | Form of grant notice and terms and conditions for stock options granted in 2026 under the 2011 Long-Term Incentive Plan. |
| (ii)* † | Form of grant notice and terms and conditions for restricted stock units granted in 2026 under the 2011 Long-Term Incentive Plan. |
| (iii)* † | Form of grant notice and terms and conditions for performance stock units granted in 2026 under the 2011 Long-Term Incentive Plan. |
| (iv)* † | Form of grant notice and terms and conditions for restricted stock units with no retirement provisions granted in 2026 under the 2011 Long-Term Incentive Plan. |
| (v)* | Form of grant notice and terms and conditions for stock options granted in 2025 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-K for the year ended December 31, 2024 (Commission File No. 001-13149). |
| (vi)* | Form of grant notice and terms and conditions for restricted stock units granted in 2025 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2024 (Commission File No. 001-13149). |
| (vii)* | Form of grant notice and terms and conditions for performance stock units granted in 2025 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(iii) to the Company's Form 10-K for the year ended December 31, 2024 (Commission File No. 001-13149). |
| (viii)* | Form of grant notice and terms and conditions for restricted stock units with no retirement provisions granted in 2025 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(iv) to the Company's Form 10-K for the year ended December 31, 2024 (Commission File No. 001-13149). |
| (ix)* | Form of grant notice and terms and conditions for restricted stock units granted in 2025 under the 2011 Long-Term Incentive Plan to non-employee directors — Incorporated by reference to Exhibit 10.1(i) to the Company's Form 10-Q for the quarterly period ended June 30, 2025 (Commission File No. 001-13149). |
| (x)* | Form of grant notice and terms and conditions for restricted stock units granted in 2024 under the 2011 Long-Term Incentive Plan to non-employee directors — Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended June 30, 2024 (Commission File No. 001-13149). |
| (xi)* | Form of grant notice and terms and conditions for stock options granted in 2024 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-K for the year ended December 31, 2023 (Commission File No. 001-13149). |
| (xii)* | Form of grant notice and terms and conditions for restricted stock units granted in 2024 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2023 (Commission File No. 001-13149). |
| (xiii)* | Form of grant notice and terms and conditions for performance stock units granted in 2024 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(iii) to the Company's Form 10-K for the year ended December 31, 2023 (Commission File No. 001-13149). |
| (xiv)* | Form of grant notice and terms and conditions for restricted stock units granted in 2023 under the 2011 Long-Term Incentive Plan to non-employee directors — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-Q for the quarterly period ended June 30, 2023 (Commission File No. 000-09165). |
| (xv)* | Form of grant notice and terms and conditions for stock options granted in 2023 under the 2011 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10(i) to the Company's Form 10-K for the year ended December 31, 2022 (Commission File No. 001-13149). |
| (xvi)* | Form of grant notice and terms and conditions for restricted stock units granted in 2023 under the 2011 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2022 (Commission File No. 001-13149). |
| (xvii)* | Form of grant notice and terms and conditions for performance stock units granted in 2023 under the 2011 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10(iii) to the Company's Form 10-K for the year ended December 31, 2022 (Commission File No. 001-13149). |
| (xviii)* | Form of grant notice and terms and conditions for restricted stock units granted in 2022 under the 2011 Long-Term Incentive Plan to non-employee directors — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-Q for the quarterly period ended June 30, 2022 (Commission File No. 001-13149). |
| (xix)* | Form of grant notice and terms and conditions for stock options granted in 2022 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-K for the year ended December 31, 2021 (Commission File No. 001-13149). |
| (xx)* | Form of grant notice and terms and conditions for stock options granted in 2021 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(i) to the Company's Form 10-K for the year ended December 31, 2020 (Commission File No. 001-13149). |
| (xxi)* | 2011 Long-Term Incentive Plan (as amended and restated effective May 8, 2025) — Incorporated by reference to Appendix B to the Proxy Statement for the Company's 2025 Annual Meeting of Shareholders (Commission File No. 001-13149). |
| (xxii)* | Form of grant notice and terms and conditions for stock options granted in 2020 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2019 (Commission File No. 001-13149). |
| (xxiii)* | Supplemental Savings and Retirement Plan (as amended effective January 1, 2008 and January 1, 2019) — Incorporated by reference to Exhibit 10(vi) to the Company's Form 10-K for the year ended December 31, 2019 (Commission File No. 001-13149) |
| (xxiv)* | Form of grant notice and terms and conditions for stock options granted in 2019 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2018 (Commission File No. 001-13149). |
| (xxv)* | Form of grant notice and terms and conditions for stock options granted in 2018 under the 2011 Long-Term Incentive Plan — Incorporated by reference to Exhibit 10(ii) to the Company's Form 10-K for the year ended December 31, 2017 (Commission File |

| | |
|---|---|
| (xxvi)* | Stryker Corporation Executive Bonus Plan — Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K dated February 21, 2007 (Commission File No. 000-09165). |
| (xxvii)* | Letter Agreement between Stryker Corporation and Glenn Boehnlein — Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K dated January 26, 2016 (Commission File No. 000-09165) |
| (xxviii) | Form of Indemnification Agreement for Directors — Incorporated by reference to Exhibit 10 (xiv) to the Company's Form 10-K for the year ended December 31, 2008 (Commission File No. 000-09165). |
| (xxix) | Form of Indemnification Agreement for Certain Officers—Incorporated by reference to Exhibit 10 (xv) to the Company's Form 10-K for the year ended December 31, 2008 (Commission File No. 000-09165),. |
| (xxx) | Settlement Agreement between Howmedica Osteonics Corp. and the counsel listed on the signature pages thereto, dated as of November 3, 2014 (Rejuvenate and ABF II Hip Implant Products Liability Litigation) — Incorporated by reference to Exhibit 10xxiii |
| (xxxi)* | Letter Agreement, dated January 27, 2025, between Stryker Corporation and Preston Wells — Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K dated January 28, 2025 (Commission File No. 001-13149). |
| (xxxii) | Credit Agreement, dated February 25, 2025, between Stryker Corporation, certain subsidiaries as borrowers, Wells Fargo Bank, National Association as Administrative Agent, Swing Line Lender and L/C Issuer, Bank of America, N.A. and Citibank, N.A. as Syndication Agents, the Co-Documentation Agents and Other Lenders party thereto — Incorporated by reference to Exhibit 10.1 to |
| (xxxiii)* | Letter Agreement, dated December 2, 2025, between Stryker Corporation and Spencer Stiles — Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K dated December 4, 2025 (Commission File No. 001-13149). |
| (xxxiv)* | Letter Agreement, dated December 2, 2025, between Stryker Corporation and Dylan Crotty — Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K dated December 4, 2025 (Commission File No. 001-13149). |

| | |
|---|---|
| Exhibit 19— | Insider Trading Policy |
| (i) † | Corporate Policy No. 6 |
| (ii) † | Insider Trading Guidelines |

| | |
|---|---|
| Exhibit 21— | Subsidiaries of the registrant |
| (i) † | List of Subsidiaries. |

| | |
|---|---|
| Exhibit 23— | Consent of experts and counsel |
| (i) † | Consent of Independent Registered Public Accounting Firm. |

| | |
|---|---|
| Exhibit 31— | Rule 13a-14(a) Certifications |
| (i) † | Certification by Principal Executive Officer of Stryker Corporation. |
| (ii) † | Certification by Principal Financial Officer of Stryker Corporation. |

| | |
|---|---|
| Exhibit 32— | 18 U.S.C. Section 1350 Certifications |
| (i) †† | Certification by Principal Executive Officer of Stryker Corporation. |
| (ii) †† | Certification by Principal Financial Officer of Stryker Corporation. |

| | |
|---|---|
| Exhibit 97— | Policy Relating to Recovery of Erroneously Awarded Compensation |
| (i) | Stryker Corporation Mandatory Clawback Policy — Incorporated by reference to Exhibit 97(i) to the Company's Form 10-K for the year ended December 31, 2023 (Commission File No. 001-13149). |

| | |
|---|---|
| Exhibit 101— | iXBRL (Inline Extensible Business Reporting Language) Documents |
| 101.INS | iXBRL Instance Document |
| 101.SCH | iXBRL Schema Document |
| 101.CAL | iXBRL Calculation Linkbase Document |
| 101.DEF | iXBRL Definition Linkbase Document |
| 101.LAB | iXBRL Label Linkbase Document |
| 101.PRE | iXBRL Presentation Linkbase Document |
| 104 | Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document) |

* Compensation arrangement

† Filed with this Form 10-K

†† Furnished with this Form 10-K

⏃ Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Stryker hereby agrees to furnish supplementally a copy of any omitted schedule upon request by the U.S. Securities and Exchange Commission.

**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, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STRYKER CORPORATION

Date: February 11, 2026

/s/ PRESTON W. WELLS
Preston W. Wells
Vice President, Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on the date indicated above on behalf of the registrant and in the capacities indicated.

/s/ KEVIN A. LOBO
Kevin A. Lobo
Chair and Chief Executive Officer
(Principal Executive Officer)

/s/ PRESTON W. WELLS
Preston W. Wells
Vice President, Chief Financial Officer
(Principal Financial Officer)

/s/ WILLIAM E. BERRY JR.
William E. Berry, Jr.
Vice President, Chief Accounting Officer
(Principal Accounting Officer)

/s/ SHERILYN S. MCCOY
Sherilyn S. McCoy
Lead Independent Director

/s/ ANDREW K. SILVERNAIL
Andrew K. Silvernail
Director

/s/ MARY K. BRAINERD
Mary K. Brainerd
Director

/s/ LISA M. SKEETE TATUM
Lisa M. Skeete Tatum
Director

/s/ GIOVANNI CAFORIO
Giovanni Caforio, M.D.
Director

/s/ RONDA E. STRYKER
Ronda E. Stryker
Director

/s/ RACHEL M. RUGGERI
Rachel M. Ruggeri
Director

/s/ RAJEEV SURI
Rajeev Suri
Director

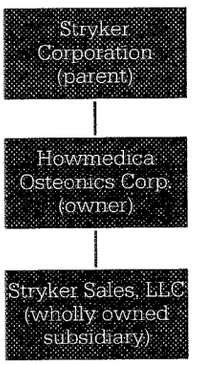
/s/ EMMANUEL P. MACEDA
Emmanuel P. Maceda
Director

stryker

# W9s and Stryker's legal entity name

## Stryker Sales, LLC

Effective January 1, 2021, Stryker Sales Corporation converted to a limited liability company (LLC) and operates under the name Stryker Sales, LLC, a Michigan limited liability company. With the exception of the name change and change in entity designation (Stryker Sales Corporation to Stryker Sales, LLC), everything relating to the entity remains the same. Stryker Sales, LLC is a wholly owned subsidiary of Howmedica Osteonics Corp. and Stryker Corporation is the ultimate parent.




### Why does Stryker provide a Form W-9, Request for Taxpayer Identification Number (TIN) and Certification, to Customers?

An independent contractor fills out a W-9 form to provide their tax-filing name and TIN to the business or employer that will be paying them. As an independent contractor, Stryker provides a Form W-9 to customers that will be paying Stryker for its products and services.

### Why is Howmedica Osteonics Corp. listed on Stryker's W-9?

The IRS treats LLCs that are wholly owned by a single owner (i.e., member) as disregarded entities. That means that the IRS does not tax the LLC itself. Instead, the LLC's income or loss is taxed on the *owner's* individual income tax return. This disregarded entity status simply describes how the IRS classifies the LLC and does not affect any operations or personal liability protection of the LLC. When the disregarded entity LLC is asked to provide a Form W-9, the LLC must provide the owner's EIN, not the LLC's EIN. Therefore, **since the sole member/owner of Stryker Sales, LLC is Howmedica Osteonics Corp., the W-9 provided by Stryker Sales, LLC to our customers must reflect Howmedica Osteonics Corp.'s EIN**.

## Takeaways

As a Michigan limited liability company, Stryker Sales, LLC is a legal entity and all contracts entered into in the name of Stryker Sales, LLC remain valid and binding agreements. Howmedica Osteonics, Corp. is listed on Stryker Sales, LLC's W-9 for tax purposes only. **Stryker Sales, LLC can continue to be used as the legal entity in our contracts** despite Howmedica Osteonics, Corp. being listed on Stryker's Form W-9. If you have tax related questions, please contact: salesusetax@stryker.com. If you have any questions related to bank accounts, please contact: corporatetreasury@stryker.com

EX-21.1 9 ex21i1231202510k.htm EX-21.1

Exhibit 21(i)

STRYKER CORPORATION LIST OF SUBSIDIARIES
As of December 31, 2025

| Name of Subsidiary | State or Country of Incorporation |
|---|---|
| 2Hip Holdings | France |
| Advanced Medical Balloons GmbH | Germany |
| Advanced Medical Balloons, Inc. | USA - Delaware |
| Alcott Indemnity Company | USA - Vermont |
| Arrinex, Inc. | USA - Delaware |
| Artelon, Inc. | USA - Delaware |
| Berchtold + Fritz GmbH | Germany |
| Berchtold Corporation | USA - Delaware |
| Berchtold GmbH & Co. KG | Germany |
| BioMimetic Therapeutics USA, Inc. | USA - Delaware |
| BioMimetic Therapeutics, LLC | USA - Delaware |
| Cerus Endovascular, Inc. | USA - Delaware |
| Cerus Endovascular Limited | United Kingdom |
| Changzhou Orthmed Medical Instrument Co., Ltd. | China |
| EnMovi Ltd | United Kingdom |
| Entellus Medical, Inc. | USA - Delaware |
| Gongping (Shanghai) Medical Devices Trading Co. Ltd. | China |
| Guard Medical Inc. | USA - Delaware |
| Guard Medical | France |
| HeartSine Technologies Limited | United Kingdom |
| Howmedica International S. de R.L. | Panama |
| Howmedica Osteonics Corp. | USA - New Jersey |
| HyperBranch Medical Technology, Inc. | USA - Delaware |
| Imascap | France |
| Imorphics Limited | United Kingdom |
| Inari Medical Asia PTE. LTD. | Singapore |
| Inari Medical Australia Pty. Ltd. | Australia |
| Inari Medical Canada, Inc. | Canada |
| Inari Medical Chile SpA | Chile |
| Inari Medical Costa Rica, Srl | Costa Rica |
| Inari Medical Distribuição de Dispositivos Médicos Ltda. | Brazil |
| Inari Medical EU Limited | Ireland |
| Inari Medical Europe GmbH | Switzerland |
| Inari Medical International, Inc. | USA - Delaware |
| Inari Medical Japan G.K. | Japan |
| Inari Medical Latin America, Inc. | USA - Delaware |
| Inari Medical UK Limited | United Kingdom |
| Inari Medical, Inc. | USA - Delaware |
| International Life Sciences, LLC | USA - Delaware |
| Invuity, Inc. | USA - Delaware |
| Jolife AB | Sweden |
| LimFlow Inc. | USA - Delaware |
| LimFlow | France |
| LimFlow, GmbH | Germany |
| MAKO Surgical Corp. | USA - Delaware |
| Mobius Imaging, LLC | USA - Delaware |
| MOLLI Surgical Inc. | Canada |
| Muka Metal Ticaret ve Sanayi Anonim Sirketi | Turkey |
| Nettrick Limited | Ireland |
| NICO Corporation | USA - Indiana |
| North Georgia Industrial Supply, LLC | USA - Delaware |
| Novadaq Corp. | USA - Delaware |
| Novadaq Technologies ULC | Canada |
| N.V. Stryker S.A. | Belgium |
| OOO Stryker (Stryker Ltd.) | Russia |
| Orneo Özel Sağlık Hizmetleri Medikal Ticaret Anonim Şirketi | Turkey |

Exhibit 21(i)

| Name of Subsidiary | State or Country of Incorporation |
|---|---|
| Orthmed (Hong Kong) Medical Instrument Company Limited | Hong Kong |
| OrthoSensor, Inc. | USA - Delaware |
| Ortho-Space Ltd. | Israel |
| Physio-Control Manufacturing, Inc. | USA - Washington |
| Physio-Control Operations Netherlands B.V. | Netherlands |
| Physio-Control, Inc. | USA - Washington |
| POMedical L.L.C. | USA - Nevada |
| Protheos | France |
| REV Neuro, LLC | USA - Delaware |
| Sage Products Holdings II, LLC | USA - Delaware |
| Sage Products Holdings III, LLC | USA - Delaware |
| Sage Products, LLC | USA - Delaware |
| SCI Calyx | France |
| SERF Technologies | France |
| Société d'Etudes de Recherches et de Fabrication | France |
| Spirox, Inc. | USA - Delaware |
| SSI Divestiture, Inc. | USA - Massachusetts |
| Stryker (Barbados) Foreign Sales Corporation | Barbados |
| Stryker (Beijing) Healthcare Products Co., Ltd. | China |
| Stryker (Shanghai) Healthcare Products Co., Ltd. | China |
| Stryker (Suzhou) Medical Technology Co Ltd | China |
| Stryker (Thailand) Limited | Thailand |
| Stryker AB | Sweden |
| Stryker Acquisitions B.V. | Netherlands |
| Stryker Australia LLC | USA - Delaware |
| Stryker Australia Pty Ltd | Australia |
| Stryker Austria GmbH | Austria |
| Stryker B.V. | Netherlands |
| Stryker Berchtold B.V. | Netherlands |
| Stryker Berlin GmbH | Germany |
| Stryker Beteiligungs GmbH | Germany |
| Stryker Canada ULC | Canada |
| Stryker Canadian Technologies ULC | Canada |
| Stryker Capital B.V. | Netherlands |
| Stryker China Limited | Hong Kong |
| Stryker Colombia SAS | Colombia |
| Stryker Communications, Inc. | USA - Delaware |
| Stryker Corporation (Chile) y Compania Limitada | Chile |
| Stryker Corporation (Malaysia) Sdn. Bhd. | Malaysia |
| Stryker Customs Brokers, LLC | USA - Delaware |
| Stryker Deutschland Services GmbH | Germany |
| Stryker do Brasil Ltda. | Brazil |
| Stryker EMEA Supply Chain Services B.V. | Netherlands |
| Stryker Employment Company, LLC | USA - Michigan |
| Stryker European Operations B.V. | Netherlands |
| Stryker European Operations Holdings I B.V. | Netherlands |
| Stryker European Operations Holdings I Ltd. | Ireland |
| Stryker European Operations Holdings II B.V. | Netherlands |
| Stryker European Operations Holdings II Limited | Ireland |
| Stryker European Operations Holdings III B.V. | Netherlands |
| Stryker European Operations Holdings LLC | USA - Delaware |
| Stryker European Operations Limited | Ireland |
| Stryker Far East, Inc. | USA - Michigan |
| Stryker Foreign Acquisitions, Inc. | USA - Delaware |
| Stryker France | France |
| Stryker Funding B.V. | Netherlands |

| Name of Subsidiary | State or Country of Incorporation |
|---|---|
| Stryker Global Technology Center Private Limited | India |
| Stryker GmbH | Switzerland |
| Stryker GmbH & Co. KG | Germany |
| Stryker Grundstücks GmbH & Co KG | Germany |
| Stryker Grundstücks Verwaltungs GmbH | Germany |
| Stryker Holdings B.V. | Netherlands |
| Stryker Iberia, S.L. | Spain |
| Stryker IFSC Designated Activity Company | Ireland |
| Stryker India Private Limited | India |
| Stryker International Acquisitions B.V. | Netherlands |
| Stryker International Holdings B.V. | Netherlands |
| Stryker Ireland Global Unlimited Company | Ireland |
| Stryker Ireland Limited | Ireland |
| Stryker Ireland Technology Limited | Ireland |
| Stryker Irish Holdings Unlimited Company | Ireland |
| Stryker Italia S.r.l. | Italy |
| Stryker Japan K.K. | Japan |
| Stryker Korea Limited | South Korea |
| Stryker Lebanon (Offshore) S.A.L. | Lebanon |
| Stryker Leibinger GmbH & Co. KG | Germany |
| Stryker Luxembourg S.à.r.l. | Luxembourg |
| Stryker Malta Holdings Limited | Malta |
| Stryker Malta International Limited | Malta |
| Stryker Manufacturing Holding Company B.V. | Netherlands |
| Stryker Manufacturing S. de R.L. de C.V. | Mexico |
| Stryker Mauritius Holding Ltd | Mauritius |
| Stryker Mexico Holdings B.V. | Netherlands |
| Stryker Mexico, S.A. de C.V. | Mexico |
| Stryker Nederland B.V. | Netherlands |
| Stryker New Zealand Limited | New Zealand |
| Stryker NV Operations Limited | Ireland |
| Stryker-Osteonics AG | Switzerland |
| Stryker Pacific Limited | Hong Kong |
| Stryker Performance Solutions, LLC | USA - New Jersey |
| Stryker Poland Manufacturing sp. z. o. o. | Poland |
| Stryker Poland Services sp. z o.o. | Poland |
| Stryker Polska Sp.z.o.o. | Poland |
| Stryker Portugal - Produtos Medicos, Unipessoal, Lda. | Portugal |
| Stryker Professional Latin America S. de R.L. de C.V. | Mexico |
| Stryker Puerto Rico Holdings B.V. | Netherlands |
| Stryker Puerto Rico Sales, LLC | Puerto Rico |
| Stryker Puerto Rico, LLC | Puerto Rico |
| Stryker Renovation Services, LLC | USA - Delaware |
| Stryker Romania SRL | Romania |
| Stryker Sales, LLC | USA - Michigan |
| Stryker Saudi Healthcare Services | Saudi Arabia |
| Stryker Singapore Private Limited | Singapore |
| Stryker South Africa (Proprietary) Limited | South Africa |
| Stryker Spain Medtech Holdings, S.L.U. | Spain |
| Stryker Spine | France |
| Stryker Sterilization Tijuana, S. de R.L. de C.V. | Mexico |
| Stryker Sustainability Solutions, Inc. | USA - Delaware |
| Stryker Tıbbi Cihazları Sanayi ve Ticaret Limited Şirketi | Turkey |
| Stryker Tijuana Operations, S. de R.L. de C.V. | Mexico |
| Stryker Trauma GmbH | Germany |
| Stryker Turkish Holdings B.V. | Netherlands |

Exhibit 21(i)

| Name of Subsidiary | State or Country of Incorporation |
|---|---|
| Stryker UK Limited | United Kingdom |
| Stryker U.S. Investments, Inc. | USA - Delaware |
| Stryker Verwaltungs GmbH | Germany |
| SYK Costa Rica Services Sociedad De Responsabilidad Limitada | Costa Rica |
| Thermedx, LLC | USA - Ohio |
| TMG France | France |
| TMJ Solutions, LLC | USA - Florida |
| Tornier Orthopedics Ireland Limited | Ireland |
| Tornier | France |
| Tornier, Inc. | USA - Delaware |
| Trauson (China) Medical Instrument Company Limited | China |
| Trauson (Hong Kong) Company Limited | Hong Kong |
| Trauson Holdings (BVI) Company Limited | British Virgin Islands |
| Trauson Holdings (Hong Kong) Company Limited | Hong Kong |
| Trauson Holdings Company Limited | Cayman Islands |
| Vertos Medical, Inc. | USA - Delaware |
| Vocera Communications Australia Pty Limited | Australia |
| Vocera Communications India Private Limited | India |
| Vocera Communications, Inc. | USA - Delaware |
| Vuaant, Inc. | USA - Delaware |
| Wright Medical Costa Rica, S.A. | Costa Rica |
| Wright Medical Group, Inc. | USA - Delaware |
| Wright Medical Technology, Inc. | USA - Delaware |

Stryker Corporation directly or indirectly owns 100% of the outstanding voting securities of each of the above-named subsidiaries, with the exception of any designated by an asterisk (*), which Stryker Corporation directly or indirectly owns a majority of the outstanding voting securities.

**RIDER TO BID**

**County of Nassau**
**(hereinafter referred to as the "County")**

**-and-**

**Stryker Sales, LLC**
**(hereinafter referred to as "Stryker")**

1. The terms and conditions of this Rider to Bid (together with any appendices or exhibits hereto, this "Rider") supersede and take precedence over the terms of the Formal Sealed Bid Proposal ("Original Bid") submitted by Stryker and received by the County on April 21, 2026.

2. Any information provided by Stryker as part of any fill-in the blank answers shall remain intact and shall be considered incorporated by reference in the Superseding Bid, attached hereto as Exhibit A.

3. Exhibit A reflects the modifications to the provisions of the Original Bid which are as follows:

    a. Page 1:
        i. The bulleted "ALL BIDS..." paragraph shall now read as follows: "ALL BIDS MUST BE F.O.B. ORIGIN, FREIGHT PREPAID AND ADDED TO INVOICE."
        ii. The "BIDS MUST BE SIGNED..." paragraph shall now read "BIDS MUST BE SIGNED BY DESIGNEE OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION"
        iii. The box stating "IN EXECUTING THIS BID..." shall include Stryker's insertion so that it now reads as follows: "IN EXECUTING THIS BED, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES WHEN CONSIDERING SUCH FACTORS SUCH AS COMPARABLE PURCHASING HISTORIESE, PARTICIPATING LEVEL, GEOGRAPHY, AND TERMS OF PURCHASE FOR THE PRODUCTS SOLD HEREUNDER."
        iv. Section 5 titled "SURETY" shall have the contents stricken and replaced with "Not required."
    b. Page 2:
        i. Section 6 titled "SAMPLES," all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows:

"Samples may be furnished at no cost to the County and in accordance with an Evaluation Agreement between the Parties.

ii. Section 11 titled "DELIVERIES," all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "Upon failure of the Vendor to deliver, or replace rejected items, within a reasonable time in accordance with Vendor's Return Policy, 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.

iii. Section 12 shall be stricken and shall now say "Reserved."

iv. Section 13 shall be stricken and shall now say "Reserved."

v. Section 17, all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "The Vendor shall be responsible for delivery of supplies in good condition at point of shipment. The vendor shall work with the County to assist in filing claims with carrier for breakage, imperfections, and other losses occurring during shipment. Shipping Shall be F.O.B. Origin, freight prepaid and added to invoice. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions."

vi. Section 18 shall replace "un-mutilated" with "unmutilated".

vii. Section 20 shall include Stryker's insertions and stricken language to now read as follows: "Equipment must be delivered in accordance with Contract Terms."

viii. Section 21 shall be stricken and shall now say "Reserved."

ix. Section 22 titled "GUARANTEES BY BIDDER" shall have the following changes in each section as follows:

    1. Section (a), all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "to indemnify and defend County from any third-party claims against County alleging that County's use of the Products in accordance with the Products' labeling, manuals, and/or instructions for use, constitutes an infringement, misappropriation or other violation of any U.S. patent, trademark, copyright, trade secret or other intellectual property right. Should a Product become, or in Bidder's opinion is likely to become, the subject of a claim of any such infringement, Bidder may, in its sole discretion, either procure for County the right to continue using the Product, or replace it or modify it to make it non-infringing. If the foregoing options are not available on commercially reasonable terms, Bidder may refund the purchase price for the Product pro-rated for depreciation based on a three-year straight line model. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Bidder's Product with one or more non-Stryker Products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Bidder without Bidder's express written authorization.

Bidder will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof."

2. Section (b), all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "Bidder agrees to indemnify and defend County from any third-party claims related to bodily injury or damage to personal property which County may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Bidder, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from; a) the negligence of any person other than an employee or agent of Bidder; b) the failure of any person other than an employee or agent of Bidder to follow any labeling, manuals and/or instructions for use of the Product; or c) the use of any product not purchased from Bidder, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Bidder."
3. Section (c) shall be stricken and shall now say "Reserved."
4. Section (d) shall have "ail" replaced with "all".
5. Section (e), all language stricken by Stryker shall be removed and shall include inserted language, with the exception of any language stating the Bidder may self-insure. This section will now read as follows: "To carry proper insurance set forth in the COI attached to the bid, as reviewed and in the opinion of the Director, and approved by the County Attorney to protect the County from loss."
6. Section (f), all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "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 shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws."
7. Section (g), all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "That the items furnished shall conform to all the provisions of the bid and Bidder's attached limited warranty shall survive acceptance, or use of any material so furnished."

c. Page 3:

i. Section 24 titled "ASSIGNMENT" shall incorporate Stryker's insertion of the following language: "Notwithstanding the foregoing, Bidder may assign contract without the consent of the County to a purchaser of all or substantially all of Bidder's assets to which the contract relates or in connection with Bidder's merger, consolidation, change of control or similar transaction. Any purported assignment in violation of the

proceeding sentence will be void."

d. Pages 4 through 28, all language stricken by Stryker shall be removed from the footer and it shall include inserted language so that it now reads as follows: "ALL BIDS MUST BE F.O.B. ORIGIN."
e. Pages 8 through 11, Appendix EE shall revert to its original form. No changes are allowed to this portion of the document.
f. Page 12, section titled "Indemnification", all language stricken by Stryker shall be removed and shall include inserted language so that it now reads as follows: "Contractor agrees to indemnify and defend County from any third-party claims related to bodily injury or damage to personal property which County may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Bidder, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from; (a) the negligence of any person other than an employee or agent of Bidder; (b) the failure of any person other than an employee or agent of Bidder to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Bidder, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Bidder."
g. Page 15, section titled "DELIVERY" shall have the last three sentences stricken.
h. Page 17:
    i. Section titled "WARRANTY", the language in this section shall be replaced by Stryker's inserted language.
    ii. Section titled "REDUCTION IN PRICES" shall have "NO" inserted in the heading to read "NO REDUCTION IN PRICES".
    iii. Section titled "PRODUCT LIABILITY INSURANCE" shall be removed.
i. Page 18, section titled "INSURANCE AND WORKERS COMPENSATION" the language in this section shall be removed and replaced with Stryker's inserted language, with the exception of any language stating the Contractor may self-insure.

4. Any language allowing Stryker to comply with any insurance requirements through a program of self-insurance is void.

5. Any changes made by Stryker to the Original Bid, that are not fill-in the blank answers and are not referenced herein, shall be considered removed and shall revert to its original form.

6. Exhibit B to this Rider, Stryker Likepak 35 Quote, dated March 13, 2026, is incorporated by reference herein.

7. Entire Agreement. This Rider and its Exhibits represent the full and entire understanding and agreement between the parties with regard to the subject matter hereof. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) Exhibit A (the "Superseding Bid") and (ii) this Rider.

8. Mutual Drafting. This Rider was arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

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

**STRYKER SALES, LLC**

By: Kathryn Janecke

Name: Kathryn Janecke

Title: Sr. Director, Commercial Operations

Date: ~~03/~~ 06/17/2026

KJ 06/17/2026

**NASSAU COUNTY**

By: _____

Name: _____

Title: _____

Date: _____

**(The remainder of this page left intentionally blank.)**

STATE OF NEW ~~YORK)~~ WASHINGTON AK
)ss.:
COUNTY OF ~~NASSAU)~~ KING AK

On the 18th day of June in the year 2026 before me personally came Kathryn Janecke to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of King; that he or she is the Sr. Director, Commercial Operations of Stryker Sales, LLC, 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.

AK

NOTARY PUBLIC

ALEXANDRA KRAUSE
Commission #23034487
NOTARY PUBLIC
Exp. 12/29/2027
STATE OF WASHINGTON

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**

**SUPERSEDING BID**

**(The remainder of this page left intentionally blank.)**

**EXHIBIT B**

**STRYKER LIFEPAK 35 QUOTE**

**(The remainder of this page left intentionally blank.)**

stryker

## Lifepak 35 Quote

Quote Number: 11206919

Version: 1

Prepared For: NASSAU COUNTY AMB

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Con Coakley

Email: cornelius.coakley@stryker.com

Phone Number: (914) 760-6400

Quote Date: 03/13/2026

Expiration Date: 06/15/2026

Contract Start:

Contract End:

| Delivery Address | | Sold To - Shipping | | Bill To Account | |
|---|---|---|---|---|---|
| Name: | NASSAU COUNTY AMB | Name: | NASSAU COUNTY AMB | Name: | NASSAU COUNTY AMB |
| Account #: | 20044735 | Account #: | 20044735 | Account #: | 20044735 |
| Address: | 1490 FRANKLIN AVE | Address: | 1490 FRANKLIN AVE | Address: | |
| | MINEOLA | | MINEOLA | | |
| | New York 11501-4801 | | New York 11501-4801 | | |

### Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|---|---|---|---|---|---|
| 1.0 | 70335-000042 | LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT | 50 | $50,559.61 | $2,527,980.50 |
| 2.0 | 11335-000001 | LIFEPAK FLEX Lithium-Ion Battery | 100 | $312.00 | $31,200.00 |
| 3.0 | 11140-000102 | LIFEPAK FLEX Battery Charger | 50 | $936.00 | $46,800.00 |
| 4.0 | 11140-000131 | AC Power Cord (North America, hospital grade) | 100 | $33.90 | $3,390.00 |
| 5.0 | 11335-000005 | LIFEPAK Printer Kit | 50 | $936.00 | $46,800.00 |
| 6.0 | 11335-000008 | LIFEPAK 35 Storage Bag Kit | 50 | $187.20 | $9,360.00 |
| 7.0 | 11260-000073 | Shoulder Strap | 50 | $23.40 | $1,170.00 |
| 8.0 | 11330-000026 | LP35 Docking Station | 50 | $998.40 | $49,920.00 |
| 10.0 | 11996-000536 | 15-Lead Patient Simulator (QUIK-COMBO) | 5 | $0.00 | $0.00 |
| 11.0 | 11111-000041 | LIFEPAK 3-wire extended precordial ECG cable | 50 | $37.50 | $1,875.00 |
| 12.0 | 11160-000011 | Reusable Cuff, Infant, 8-14 cm | 50 | $9.90 | $495.00 |
| 13.0 | 11160-000021 | Reusable Cuff, Small, Adult, 18-26 cm | 50 | $12.60 | $630.00 |
| 14.0 | 11160-000015 | Reusable Cuff, Adult, 26-35 cm | 50 | $13.20 | $660.00 |
| 15.0 | 11160-000019 | Reusable Cuff, X-Large, Adult, 35-44 cm | 50 | $21.60 | $1,080.00 |
| 16.0 | 11996-000519 | LNCS-II Reusable rainbow 8-wavelength Adult Sensor | 50 | $277.50 | $13,875.00 |
| 17.0 | 11996-000520 | LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor | 50 | $305.40 | $15,270.00 |



*This is not an Invoice*

stryker

## Lifepak 35 Quote

Quote Number: 11206919

Version: 1

Prepared For: NASSAU COUNTY AMB

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Con Coakley

Email: cornelius.coakley@stryker.com

Phone Number: (914) 760-6400

Quote Date: 03/13/2026

Expiration Date: 06/15/2026

Contract Start:

Contract End:

| # | Product | Description | Qty | Sell Price | Total |
|---|---|---|---|---|---|
| 18.0 | 11996-000456 | RD SET DCI Reusable Sensor, Adult | 75 | $130.50 | $9,787.50 |
| 19.0 | 11171-000061 | RD SET Disposable Sensor, Pediatric (20/box) | 25 | $154.50 | $3,862.50 |
| 20.0 | 11171-000062 | RD SET Disposable Sensor, Infant (20/box) | 25 | $191.10 | $4,777.50 |
| 21.0 | 11996-000093 | Pediatric QUIK-COMBO RTS pacing/defibrillation/ECG Electrodes With EDGE System Technology | 50 | $18.90 | $945.00 |
| 22.0 | MVPO | Microstream Advance oral/nasal Filter Line, Pediatric, With O2, Box of 25 | 10 | $180.60 | $1,806.00 |
| 23.0 | 41335-000003 | SHIP KIT, POWER SUPPLY,LP35 | 50 | $780.00 | $39,000.00 |
| 24.0 | 11160-000013 | Reusable Cuff, Pediatric, 13-20 cm | 50 | $11.10 | $555.00 |
| 28.0 | MVAO100U | Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 100 | 12 | $523.20 | $6,278.40 |
| | | | Equipment Total: | | $2,817,517.40 |

### Trade In Credit:

| Product | Description | Qty | Credit Ea. | Total Credit |
|---|---|---|---|---|
| TR-PMRX-LP35 | TRADE IN PHILIPS MRX FOR LP35 | 50 | -$10,000.00 | -$500,000.00 |

### ProCare Products:

| # | Product | Description | Months | Qty | Sell Price | Total |
|---|---|---|---|---|---|---|
| 26.1 | LIFEPK35-FLD-PRO | Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT<br>*05/01/2027 - 04/30/2031* | 48 | 50 | $6,784.40 | $339,220.00 |
| | | | ProCare Total: | | | $339,220.00 |

### Data Solutions:



*This is not an Invoice*

stryker

## Lifepak 35 Quote

Quote Number: 11206919

Version: 1

Prepared For: NASSAU COUNTY AMB

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Con Coakley

Email: cornelius.coakley@stryker.com

Phone Number: (914) 760-6400

Quote Date: 03/13/2026

Expiration Date: 06/15/2026

Contract Start:

Contract End:

| # | Product | Description | Months | Qty | Sell Price | Total |
|---|---|---|---|---|---|---|
| 9.0 | 11150-000020 | LIFEPAK Cellular Modem, North America | 0 | 50 | $468.00 | $23,400.00 |
| 25.0 | 81000003 | EMS Pro Tier 3: 25,000-75,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools. | 60 | 1 | $6,862.90 | $34,314.50 |

Data Solutions Total: $57,714.50

### Price Totals:

| | |
|---|---|
| Estimated Sales Tax (0.000%): | $0.00 |
| Shipping and Handling: | $0.00 |
| Grand Total: | $2,714,451.90 |

**Comments:**
Value shown for trade-in line item is applicable to this order only. Any future trade-ins will depend on the model/age/condition of those devices at the time.

Prices: In effect for 30 days

Terms: Net 30 Days

**Shipping & Handling Includes:**
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

**Terms and Conditions:**
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

# 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
46514-04076-056

Dated: 03/12/2026

BID OPENING DATE
04/07/2026
11:00 A.M. E.S.T.

BUYER
MARK CLEMENS

TELEPHONE
516-571-6109

REQUISITION NUMBER
RQPD26000031

OFFICE OF PURCHASING
APR 21 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CARDIOVASCULAR INSTRUMENTS

- ALL BIDS MUST BE F.O.B. ORIGIN, FREIGHT PREPAID AND ADDED TO INVOICE ~~DESTINATION AND INCLUDE DELIVERY WITHIN SOCH 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 THE OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

NASSAU COUNTY POLICE DEPARTMENT EMERGENCY AMBULANCE
1490 FRANKLIN AVENUE
MINEOLA NY 11501

GUARANTEED DELIVERY DATE

Within 6 weeks ARO DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 22-2183590

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY ~~PROPRIETOR, PARTNER OR~~ DESIGNEE OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Stryker Sales, LLC

ADDRESS 11811 Willows Rd NE

CITY Redmond STATE WA ZIP CODE 98052 TELEPHONE (800) 442-1142

Kathryn E. Janecke
SIGNATURE OF AUTHORIZED INDIVIDUAL

Kathryn Janecke, Sr. Director, Commercial Operations
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 WHEN CONSIDERING SUCH FACTORS SUCH AS COMPARABLE PURCHASING HISTORIES, PARTICIPATING LEVEL, GEOGRAPHY, AND TERMS OF PURCHASE FOR THE PRODUCTS SOLD HEREUNDER. 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 ~~The Director of~~ are usually provided in the manufacturer's stock model ~~shall be furnished. Purchase reserves the right to request successful bidders to post, within one~~
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 Not Required. ~~In the event that an award is made hereunder, any successful bidder shall furnish a surety company bond or bonds as 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~~may be furnished ~~free of charge and~~ at no cost to the County and in accordance an Evaluation Agreement between Parties. ~~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~~ reasonable time, or ~~within reasonable time as interpreted by the Director, or failure to make replacement of~~ rejected articles in accordance with Vendor's Return Policy, 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.~~

~~11~~12 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~~13 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~~14 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~~15 The Vendor shall be responsible for delivery of supplies in good condition at point of ~~destination~~shipment. The Vendor shall work with the County to assist in filing ~~file all~~ claims with carrier for breakage, imperfections and other losses, occurring during shipment. Shipping shall be F.O.B Origin, freight prepaid and added to invoice 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~~16 All supplies which are customarily labeled or identified must have securely affixed thereto the original ~~un-mutilated~~unmutilated label or marking of the manufacturer

~~19~~17 Billings for deliveries must be rendered on County claim forms.

~~20~~18 Furniture, machines, and other eEquipment must be delivered in accordance with Contract Terms, ~~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~~19 GUARANTEES BY BIDDER Bidder hereby guarantees: (a) to indemnify and defend County from any third-party claims against County alleging that County's use of the Products in accordance with the Products' labeling, manuals, and/or instructions for use, constitutes an infringement, misappropriation or other violation of any U.S. patent, trademark, copyright, trade secret or other intellectual property right. Should a Product become, or in Bidder's opinion is likely to become, the subject of a claim of any such infringement, Bidder may, in its sole discretion, either procure for County the right to continue using the Product, or replace it or modify it to make it non-infringing. If the foregoing options are not available on commercially reasonable terms, Bidder may refund the purchase price for the Product pro-rated for depreciation based on a three-year straight line model. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Bidder's Product with one or more non-Stryker Products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Bidder without Bidder's express written authorization. Bidder will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof. ~~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.~~ Bidder agrees to indemnify and defend County from any third-party claims related to bodily injury or damage to personal property which County may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Bidder, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Bidder; (b) the failure of any person other than an employee or agent of Bidder to follow and labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Bidder, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Bidder.

~~(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 his 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)~~(c) To pay for ~~all~~all 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)~~(d) To carry proper insurance set forth in the COI attached to the bid, as reviewed and 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~~. Bidder has the right to self-insure to comply.

~~(f)~~(e) 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)~~(f) That the items furnished shall conform to all the provisions of the bid and ~~this~~Bidder's attached limited warranty shall survive acceptance, or use of any material so furnished.

~~(h)~~(g) That all deliveries will not be inferior to the accepted bid sample

~~23~~20 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

~~21~~ 21. 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. Notwithstanding the foregoing, Bidder may assign contract without the consent of the County to a purchaser of all or substantially all of Bidder's assets to which the contract relates or in connection with Bidder's merger, consolidation, change of control or similar transaction. Any purported assignment in violation of the proceeding sentence will be void.

~~23~~ 22. 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~~ 23. 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: Stryker Sales, LLC

Address: 11811 Willows Rd NE, Redmond, WA 98052

Telephone No: Fax No:

1. State Whether: A Corporation (LIMITED LIABILITY CORPORATION) X

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU 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.

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.

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**BIDDER SIGN HERE** Kathryn E. Janecke — Sr. Director, Commercial Operations

**BIDDER** — **TITLE**

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**46514-04076-056**

## QUALIFICATION STATEMENT

BIDDER'S NAME:
STRYKER SALES, LLC

ADDRESS:
11811 WILLOWS RD NE, REDMOND, WA 98052

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
   Please see attached 10k document for Stryker **Corporation**, owner of Stryker Sales, LLC.
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes, 2023
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 47 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Medical device and equipment manufacturing

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 |
|---|---|---|---|---|
| Cornelius Coakley | Account Manager, Stryker Emergency Care, Long Island/NYC Area Sales | | | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   All of the requirements have been read thoroughly and addressed. The quote has been created with the customer's needs in mind, and all relevant product information is included within this proposal.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

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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:
Oceanside Fire District

ADDRESS:
65 Foxhurst Road, Oceanside, NY 11572

TELEPHONE: 516-376-1379 CONTACT PERSON Jose Piniero
CONTRACT DATE:
2024 through present date.

2. REFERENCE'S NAME:
Glen Cove Volunteer Ambulance

ADDRESS:
8 Glen Cove Avenue Glen Cove NY, 11542

TELEPHONE: 516-780-3883 CONTACT PERSON Charlie Picoli
CONTRACT DATE:
2024 through present date.

3. REFERENCE'S NAME:
Manhasset Lakeville Water and Fire Department

ADDRESS:
170 E Shore Road Great Neck, NY 11023

TELEPHONE: 516-225-3029 CONTACT PERSON Lee Genser
CONTRACT DATE:
2023 through present date.

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

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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.

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Sr. Director, Commercial Operations — TITLE

## 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**

[ ] 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: 4/1/2026

Kathryn E. Janecke
(Signature of Bidder)

Print Name: Kathryn Janecke

Print Title: Sr. Director, Commercial Operations

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 applicable federal, State and local statutory ~~and constitutional anti-discrimination provisions~~ obligations required law. 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, gender, gender identity, creed, religion, color, national origin, sex, age, disability, Veteran 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)~~(b) The Contractor shall ~~state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all~~ consider all qualified applicants will be afforded equal employment opportunities without ~~discrimination because of race, creed, color, national origin, sex, age, disability or marital status~~ as set forth in section above.

~~(d)~~(c) The Contractor shall make ~~Best Efforts~~ commercially reasonable 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 to the extent available and applicable, ~~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 Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.~~

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**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

~~(k)~~(d) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years or in accordance with applicable law. 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)~~(e) 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)~~(f) 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, replacement, major repair or renovation of real property and improvements thereon. However, the term

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Sr. Director, Commercial Operations — TITLE

"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 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 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.

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke **BIDDER** Sr. Director, Commercial Operations **TITLE**

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 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.

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~~ defend County ~~and its agents, officers and employees,~~ from ~~and against~~ any third-party claims related to bodily injury or damage to personal property which County may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Bidder, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Bidder; (b) the failure of any person other than an employee or agent of Bidder to follow and labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Bidder, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Bidder. ~~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.

NOTE: 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. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

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.

## 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 CARDIOVASCULAR INSTRUMENTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**AWARD:** 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.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**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** Within forty five (45) **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.

**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 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 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**

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**BIDDER** **TITLE**

**TOTAL CONSUMPTION**: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**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.

**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.

**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.

**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.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, 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.

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**BIDDER SIGN HERE** Kathryn E. Janecke
**BIDDER**

Sr. Director, Commercial Operations
**TITLE**

**WARRANTY:** ANY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO A GIVEN PRODUCT ARE AS DESCRIBED IN THE LABELING ACCOMPANYING UNITS OF THAT PRODUCT ON PURCHASE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ~~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: 1 year from date of delivery

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:
Service plan costs available upon request.

**NO 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.~~ No reduction in Prices.

**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.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 90 **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.
180 days.

~~**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~~

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~~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.~~

**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 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 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 the agreement, a policy of Commercial General Liability Insurance, including coverage for Products and Completed Operations liability, naming the Contractor as an insured, and including the County of Nassau as an additional insured with respect to County's vicarious liability which occurs as a result of Contractor's performance under the agreement, including but not limited to the torts of 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, three million dollars ($3,000,000.00) general aggregate and three million dollars ($3,000,000.00) products and completed operations aggregate, at the Contractor's sole cost and expense. Notwithstanding any other insurance requirements within the agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to comply with these insurance requirements through a program of self-insurance. 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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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 standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing 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.

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

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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.

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**OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# 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:** 4/1/2026

**Signature:** Kathryn E. Janecke

**Name:** Kathryn Janecke

**Title:** Sr. Director, Commercial Operations

**Contractor Name:** Stryker Sales, LLC

**Contractor Address:** 11811 Willows Rd NE, Redmond, WA 98052

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**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**46514-04076-056**

**NON-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 1st day of April, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:
Stryker Sales, LLC

Address:
11811

Street:
Willows Rd NE

City, Town, etc:
Redmond, WA 98052

Telephone: (800) 442-1142 Title: Sr. Director, Commercial Operations

If applicable, responsible Corporate Officer

Name Kathryn Janecke Title Sr. Director, Commercial Operations

Signature: Kathryn E. Janecke

Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN REJECTION OF THE BID.**

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
46514-04076-056

**GENERAL 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.

Bidders **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

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**
**BIDDER SIGN HERE** Kathryn E. Janecke
**BIDDER**

Sr. Director, Commercial Operations
**TITLE**

**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.

**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.

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.

**PLEASE FILL OUT ALL DISCLOSURE FORMS IN THE NASSAU COUNTY PORTAL PRIOR TO BID OPENING**

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**
**BIDDER SIGN HERE** Kathryn E. Janecke
**BIDDER**

Sr. Director, Commercial Operations
**TITLE**

# SPECIFICATIONS

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 01 | 50 | EACH. | **MANUFACTURED BY ZOLL**<br>**ITEM# 8116-11-41-23101-10-USA**<br>ZENIX MONITOR/DEFIBRILLATOR, EMS, FIRE CONFIGURATION 12-LEAD, PACING, SPO2, SPCO, ETCO2, NIBP, REAL BVM HELP, REAL CPR HELP<br>INCLUDES:<br>SUREPOWER 4 BATTERY, ZENIX POWER CORD (NA), ZENIX MFC CABLE, ZENIX 12-LEAD ECG CABLE (AAMI), MASIMO RD RAINBOW SET PATIENT CABLE (4 FT, EMS), ZENIX AC-DC EXTERNAL POWER SUPPLY, ZENIX ACCUVENT Z-LINK CABLE, ZENIX NIBP PATIENT HOSE, ZENIX NIBP CUFF (REUSABLE, ADULT PLUS), ZENIX Z-FOLD PAPER, ZENIX MFC SELF TEST PLUG KIT,<br>ONE (1)-YEAR EMS WARRANTY.<br>INCLUDES TRADE-IN CREDIT FOR MRX UNITS<br>Substitute: 70335-000042 Stryker LIFEPAK 35 - LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | $50,559.61 | $2,527,980.50 |
| 02 | 50 | EACH. | Substitute: 11335-000001 Stryker LIFEPAK FLEX Lithium-Ion Battery<br>ZOLL ZENIX SUREPOWER 4 BATTERY<br>MFR: ZOLL | $312.00 | $31,200.00 |
| 03 | 20 | EACH. | Substitute: 11140-000102 Stryker LIFEPAK FLEX Battery Charger<br>ZOLL ZENIX SUREPOWER 4 CHARGER ADAPTER<br>MFR: ZOLL | $936.00 | $46,800.00 |

~~ALL BIDS MUST BE F.O.B.ORIGIN DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.~~

BIDDER SIGN HERE Kathryn E. Janecke — BIDDER

Sr. Director, Commercial Operations — TITLE

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 04 | 5 | EACH. | Substitute: 11330-000026 Stryker LP35 Docking Station<br>SUREPOWER CHARGING STATION 4 CHARGING BAYS, MULTIPLE CHEMISTRY COMPATIBLE, 200-WATT CAPACITY, GRAPHIC DRIVEN USER INTERFACE, RS-232 COMMUNICATION PORT, STANDARD ONE (1) YEAR WARRANTY<br>MFR: ZOLL | $998.40 | $49,920.00 |
| 05 | 50 | EACH. | Substitute: 11160-000015 Reusable Cuff, Adult, 26-35 cm<br>ZOLL ZENIX NIBP CUFF, LARGE ADULT PLUS<br>MFR: ZOLL | $13.20 | $660.00 |
| 06 | 50 | EACH. | Substitute: 11160-000021 Reusable Cuff, Small, Adult, 18-26 cm<br>ZOLL ZENIX NIBP CUFF, SMALL ADULT PLUS<br>MFR: ZOLL | $12.60 | $630.00 |
| 07 | 50 | EACH. | Substitute: 11160-000013 Reusable Cuff, Pediatric, 13-20 cm<br>ZOLL ZENIX NIBP CUFF, CHILD<br>MFR: ZOLL | $11.10 | $555.00 |
| 08 | 50 | EACH. | MASIMO RD SET REUSABLE SPO2 SENSOR, ADULT, 3 FT<br>MFR: MASIMO | $130.50 | $9,787.50 |

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 09 | 50 | EACH. | MASIMO LNCS-II RAINBOW DCI 8 SPCO ADULT SENSOR, 3FT<br>MFR: MASIMO | $277.50 | $13,875.00 |
| 10 | 50 | EACH. | MASIMO RD SET REUSABLE SPO2 SENSOR, PEDIATRIC/SLENDER DIGIT, 3 FT<br>MFR: MASIMO | $154.50 | $3,862.50 |
| 11 | 50 | EACH. | MASIMO LNCS-II RAINBOW SPCO SENSOR, PEDIATRIC, 3 FT<br>MFR: MASIMO | $305.40 | $15,270.00 |
| 12 | 5 | BOXES. | MASIMO NOMOLINE LH AIRWAY ADAPTER SET, ADULT/PEDIATRIC, BOX OF 25<br>MFR: MASIMO | $ | $ |
| 13 | 5 | BOXES. | MVAO100U Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 100<br>MASIMO NOMOLINE LH NASAL/ORAL CO2 CANNULA W/ O2, ADULT, BOX OF 25<br>MFR: MASIMO | $523.20 | $6,278.40 |
| 14 | 50 | EACH. | Substitute: 11335-000008 LIFEPAK 35 Storage Bag Kit<br>ZOLL ZENIX CARRY CASE, LARGE<br>MFR: ZOLL | $187.20 | $9,360.00 |

**ALL BIDS MUST BE F.O.B ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 15 | 50 | EACH. | Substitute: 11150-000020 LIFEPAK Cellular Modem, North America<br>GLOBAL 5G MOBILE HOTSPOT, USA | $468.00 | $23,400.00 |
| 16 | 5 | BOXES. | ACCUVENT SENSORS, BOX OF 10<br>MFR: ZOLL | $ - | $ - |
| 17 | 5 | BOXES. | Substitute: 11335-000005 Stryker LIFEPAK Printer Kit<br>ZOLL ZENIX FAN FOLDER PAPER, GRID, BOX OF 10<br>MFR:ZOLL | $936.00 | $46,800.00 |
| 18 | 50 | EACH. | ZENIX WORRY-FREE SERVICE PLAN - 4 YEARS - ON-SITE- AT TIME OF SALE<br>INCLUDES: ANNUAL PREVENTIVE MAINTENANCE, BATTERY CHARGER REPAIRS PER ZOLL LIMITED PRODUCT WARRANTY, SUREPOWER 4 BATTERY REPLACEMENT UPON VERIFIED FAILURE, ACCIDENTAL DAMAGE COVERAGE, ON-SITE SERVICE, AND POD REPLACEMENT UPON VERIFIED FAILURE. SHIPPING AND USE OF A SERVICE LOANER UPON REQUEST, DURING DEVICE SERVICE, NO CHARGE SHIPPING. SERVICE PLAN IS A CONTINUATION OF ZOLL LIMITED PRODUCT WARRANTY.<br>BATTERY REPLACEMENT AND ACCIDENTAL DAMAGE GUIDELINES CAN BE FOUND IN THE EXPERT CARE SERVICE PLAN TERMS AND CONDITIONS ON THE ZOLL WEBSITE.<br>MFR: ZOLL | $6,784 40 | $339,220.00 |

Substitute: Stryker ProCare service plan--includes parts, labor, travel, annual PM, and battery service

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — **BIDDER**

Sr. Director, Commercial Operations — **TITLE**

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 019 | 6 | CASES. | STAT-PADZ HVP MULTI-FUNCTION ELECTRODES - 12 PAIR/CASE<br>MFR: ZOLL | $ - | $ - |

**IF BIDDING ON ALTERNATE PRODUCTS PLEASE SUPPLY MANUFACTURER NAME, NUMBER AND SPECIFICATIONS**

**This award will be made to the lowest (aggregate) responsible bidder meeting specifications and bid terms for all items**

**ALL BIDS MUST BE F.O.B. ORIGIN ~~DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED~~.**

**BIDDER SIGN HERE** Kathryn E. Janecke — Sr. Director, Commercial Operations

~~BIDDER~~ **TITLE**

# REQUISITION

RQPD26000031 17/JUN/2026

VENDOR:
STRYKER HOWMEDICA OSTEONICS
11811 WILLOWS RDNE

REDMOND WA 90852

TEL:(914)760-6400
FAX:( ) -

REQUISITIONER:
PD POLICE DEPARTMENT
NCPD EMERGENCY AMBULANCE BUR. OXYGE
1490 FRANKLIN AVENUE
MINEOLA NY 11501
ADEA J. O'MELIA/CR1/FED//205
TEL:(516)573-3161
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 465-14 | 50.00 | EA | 40,559.6100 | 2,027,980.50 |
| | CARDIOVASCULAR INSTRUMENTS | | | | |
| | LP35 EN-US MAS-SP/CO MED-CO2 SUN-NIBP 12L WIFI/CELL/LN/CPRIN STD BT | | | | |
| | #70335-000042 ($10K CREDIT PER UNIT REFLECTED IN UNIT COST) | | | | |
| | AS PER QUOTE # 11206919 | | | | |
| 002 | 465-14 | 100.00 | EA | 312.0000 | 31,200.00 |
| | CARDIOVASCULAR INSTRUMENTS | | | | |
| | LIFEPAK FLEX LITHIUM-ION BATTERY | | | | |
| | #11335-000001 | | | | |
| 003 | 465-14 | 50.00 | EA | 936.0000 | 46,800.00 |
| | CARDIOVASCULAR INSTRUMENTS | | | | |
| | LIFEPAK FLEX BATTERY CHARGER | | | | |
| | #11140-000102 | | | | |
| 004 | 465-14 | 100.00 | EA | 33.9000 | 3,390.00 |
| | CARDIOVASCULAR INSTRUMENTS | | | | |
| | AC POWER CORD (NORTH AMERICA, HOSPITAL GRADE) | | | | |
| | #11140-000131 | | | | |

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FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL | |
|---|---|---|---|---|---|---|
| | 005 465-14 | 50.00 | EA | 936.0000 | 46,800.00 | |
| | CARDIOVASCULAR INSTRUMENTS | | | | | |
| | LIFEPAK PRINTER KIT | | | | | |
| | #11335-000005 | | | | | |
| | 006 465-14 | 50.00 | EA | 187.2000 | 9,360.00 | |
| | CARDIOVASCULAR INSTRUMENTS | | | | | |
| | LIFEPAK 35 STORAGE BAG | | | | | |
| | #11335-000008 | | | | | |
| | 007 465-14 | 50.00 | EA | 23.4000 | 1,170.00 | |
| | CARDIOVASCULAR INSTRUMENTS | | | | | |
| | SHOULDER STRAP | | | | | |
| | #11260-000073 | | | | | |
| | 008 465-14 | 50.00 | EA | 998.4000 | 49,920.00 | |
| | CARDIOVASCULAR INSTRUMENTS | | | | | |
| | LP35 DOCKING STATION | | | | | |
| | #11330-000026 | | | | | |
| | 009 465-14 | 5.00 | EA | .0001 | | |
| | CARDIOVASCULAR INSTRUMENTS | | | | | |
| | 15-LEAD PATIENT SIMULATOR (QUIK-COMBO) | | | | | |
| | PRODUCT #11996-000536 | | | | | |

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FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 010 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>LIFEPAK 3-WIRE EXTENDED PRECORDIAL ECG CABLE<br>PRODUCT # 11111-000041 | 50.00 | EA | 37.5000 | 1,875.00 |
| 011 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>REUSABLE CUFF INFANT 8-14 CM<br>PRODUCT # 11160-000011 | 50.00 | EA | 9.9000 | 495.00 |
| 012 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>REUSABLE CUFF SMALL, ADULT, 18-26 CM<br>PRODUCT # 11160-000021 | 50.00 | EA | 12.6000 | 630.00 |
| 013 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>REUSABLE CUFF ADULT 26-35 CM<br>PRODUCT #11160-000015 | 50.00 | EA | 13.2000 | 660.00 |
| 014 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>REUSABLE CUFF X-LARGE ADULT 35-44 CM<br>PRODUCT #11160-000019 | 50.00 | EA | 21.6000 | 1,080.00 |

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FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 015 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>LNCS-II REUSABLE RAINBOW 8-WAVELENGTH ADULT SENSOR<br>PRODUCT #11996-000519 | 50.00 | EA | 277.5000 | 13,875.00 |
| 016 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>LNCS-II REUSABLE RAINBOW 8-WAVELENGTH PEDIATRIC SENSOR<br>PRODUCT #11996-000520 | 50.00 | EA | 305.4000 | 15,270.00 |
| 017 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>RD SET DCI REUSABLE SENSOR ADULT<br>PRODUCT #11996-000456 | 75.00 | EA | 130.5000 | 9,787.50 |
| 018 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>RD SET DISPOSABLE SENSOR PEDIATRIC (20/BOX)<br>PRODUCT #11171-000061 | 25.00 | BX | 154.5000 | 3,862.50 |
| 019 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>RD SET DISPOSABLE SENSOR INFANT (20/BOX)<br>PRODUCT #11171-000062 | 25.00 | BX | 191.1000 | 4,777.50 |

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FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 020 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>PEDIATRIC QUIK-COMBO RTS PACING/DEFIBRILLATION/ECG ELECTRODES WITH EDGE SYSTEM TECHNOLOGY<br>PRODUCT #11996-000093 | 50.00 | EA | 18.9000 | 945.00 |
| 021 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>MICROSTREAM ADVANCE ORAL/NASAL FILTER LINE, PEDIATRIC WITH O2 (BOX OF 25)<br>PRODUCT #MVPO | 10.00 | BX | 180.6000 | 1,806.00 |
| 022 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>SHIP KIT POWER SUPPLY LP35<br>PRODUCT #41335-000003 | 50.00 | EA | 780.0000 | 39,000.00 |
| 023 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>REUSABLE CUFF PEDIATRIC 13-20 CM<br>PRODUCT #11160-000013 | 50.00 | EA | 11.1000 | 555.00 |
| 024 | 465-14<br>CARDIOVASCULAR INSTRUMENTS<br>MICROSTREAM ADVANCE ORAL/NASAL FILTER LINE, ADULT WITH 02 (BOX OF 100)<br>PRODUCT #MVAO100U | 12.00 | BX | 523.2000 | 6,278.40 |

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TEL:(516)573-3161
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 025 | 946-35-000-001 | 1.00 | EA | .0001 | |
| | CREDIT APPLIED TO PURCHASE ORDERS<br>TRADE IN PHILIPS MRX FOR LP35 (QTY 50)<br>CREDIT EACH -$10,0000<br>CREDIT TOTAL -$500,000<br>PRODUCT #TR-PMRX-LP35 | | | | |
| 026 | 465-14 | 50.00 | EA | 6,784.4000 | 339,220.00 |
| | CARDIOVASCULAR INSTRUMENTS<br>LIFEPAK35 FOR LP35 EN-US MAS-SP/CO MED-CO2 SUN-NIBP 12L WIFI/CELL/LN/ CPRIN STD BT<br>5/01/2027 - 4/30/2031<br>(48 MONTHS) | | | | |
| 027 | 465-14 | 50.00 | EA | 468.0000 | 23,400.00 |
| | CARDIOVASCULAR INSTRUMENTS<br>LIFEPAK CELLULAR MODEM NORTH AMERICA<br>PRODUCT #11150-000020 | | | | |
| 028 | 465-14 | 5.00 | EA | 6,862.9000 | 34,314.50 |
| | CARDIOVASCULAR INSTRUMENTS<br>EMS PRO TIER 3 25,000-75,000 ANNUAL RUN VOLUME. INCLUDES: DEVICE SETUP TOOLS, ASSET MGMT, TRANSMISSION CONNECTIVITY, EPCR INTEGRATION, LIFENET CARE APP AND BROWSER ACCESS FOR COMMUNICATION, LIVE STREAMING AND POST EVENT ANALYTIC TOOLS.<br>PRODUCT #81000003<br>(5 YEARS/60 MONTHS) | | | | |

# REQUISITION

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TEL:(516)573-3161
FAX:( ) -

ESTIMATED TOTAL: 2,714,451.90

# FORMAL BID RECOMMENDATION

BID NUMBER 46514-04076-056
TITLE: CARDIOVASCULAR INSTRUMENTS
OPEN DATE: 04/21/2026

TO: **BUYER –** Mark Clemens FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date:
To: Supervisor From: Mark Clemens

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.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/19/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Director

| | Bid Results |
|---|---|
| **Item** | **Bidder** |
| | Recommend that this award be made to |
| | **STRYKER SALES LLC.** |
| | As the lowest responsible bidder meeting |
| | Specifications and bid terms for all items. |

# FORMAL BID RECOMMENDATION - COMMENTS

DATE: June 18, 2026

BID NUMBER: 46514-04076-056

OPEN: April 26, 2026

TITLE: CARDIOVASCULAR INSTRUMENTS

COMMENT:

Awarding to Stryker Sales LLC quoting an equivalent (LIFEPAK 35) approved by
James B. O'Melia
Emergency Ambulance Bureau
Documentation enclosed.

## Clemens, Mark

**From:** O'Melia, James <JOMelia@PDCN.ORG>
**Sent:** Thursday, April 23, 2026 4:14 PM
**To:** Clemens, Mark
**Cc:** Colasurdo, Claudia
**Subject:** Cardiovascular Instruments Bid

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

After review of the lowest bidder's submission, EAB approves the alternative product submitted by Stryker. All the proposed items are acceptable. Please move forward with the award.

Thank you for all you help,
Jim O'Melia

James B. O'Melia, EMT-P
*Assistant Director*
*Deputy Commanding Officer*
Emergency Ambulance Bureau
Nassau County Police Department

O 516.573.3161
C 516.729.5225
F 516.573.3145
JOMelia@pdcn.org

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: April 7, 2026 AT 11:00 A.M.**
**BID NO: 46514-04076-056 PP 4/21/2026**
**REQ. NO: RQPD26000031**
**TITLE: CARDIOVASCULAR INSTRUMENTS**

| ITEM # | ARTICLE | QTY | UNIT | STRYKER SALES | | ZOLL MEDICAL CORP. | | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | | | | | | |
| 1 | ZOLL ZENIX MONITOR/DEFIBRILLATOR ITEM# 8116-11-41-23101-10-USA | 50 | EA | 50569.61 | 2528480.50 | 53450.00 | 2672500.00 | | | | | | |
| 2 | ZOLL ZENIX SUREPOWER 4 BATTERY | 50 | EA | 312.00 | 15600.00 | 1040.00 | 52000.00 | | | | | | |
| 3 | ZOLL ZENIX SUREPOWER 4 CHARGER ADAPTER | 20 | EA | 936.00 | 18720.00 | 225.00 | 4500.00 | | | | | | |
| 4 | ZOLL SUREPOWER CHARGING STATION 4 CHARGING BAYS | 5 | EA | 998.40 | 4992.00 | 2385.38 | 11926.90 | | | | | | |
| 5 | ZOLL ZENIX NIBP CUFF, LARGE ADULT PLUS | 50 | EA | 13.20 | 660.00 | 26.50 | 1325.00 | | | | | | |
| 6 | ZOLL ZENIX NIBP CUFF, SMALL ADULT PLUS | 50 | EA | 12.60 | 630.00 | 26.50 | 1325.00 | | | | | | |
| 7 | ZOLL ZENIX NIBP CUFF, CHILD | 50 | EA | 11.10 | 555.00 | 17.65 | 882.50 | | | | | | |
| 8 | MASIMO RD SET REUSABLE SPO2 SENSOR, ADULT, 3 FT | 50 | EA | 130.50 | 6525.00 | 212.50 | 10625.00 | | | | | | |
| 9 | MASIMO LNCS-II RAINBOW DCI 8 SPCO ADULT SENSOR, 3FT | 50 | EA | 277.50 | 13875.00 | 885.60 | 44280.00 | | | | | | |
| 10 | MASIMO RD SET REUSABLE SPO2 SENSOR, PEDIATRIC/SLENDER DIGIT, 3 FT | 50 | EA | 154.50 | 7725.00 | 229.50 | 11475.00 | | | | | | |
| 11 | MASIMO LNCS-II RAINBOW SPCO SENSOR, PEDIATRIC, 3 FT | 50 | EA | 305.40 | 15270.00 | 765.00 | 38250.00 | | | | | | |
| 12 | MASIMO NOMOLINE LH AIRWAY ADAPTER SET, ADULT/PEDIATRIC, BOX OF 25 | 5 | BOXES | NB | | 308.00 | 1540.00 | | | | | | |
| 13 | MASIMO NOMOLINE LH NASAL/ORAL CO2 CANNULA W/ O2, ADULT, BOX OF 25 | 5 | BOXES | 523.20 | 2616.00 | 405.00 | 2025.00 | | | | | | |
| 14 | ZOLL ZENIX CARRY CASE, LARGE | 50 | EA | 187.20 | 9360.00 | 430.00 | 21500.00 | | | | | | |
| 15 | GLOBAL 5G MOBILE HOTSPOT, USA | 50 | EA | 468.00 | 23400.00 | 630.00 | 31500.00 | | | | | | |
| 16 | ZOLL ACCUVENT SENSORS, BOX OF 10 | 5 | BOXES | NB | | 624.84 | 3124.20 | | | | | | |
| 17 | ZOLL ZENIX FAN FOLDER PAPER, GRID, BOX OF 10 | 5 | BOXES | 936.00 | 4680.00 | 43.00 | 215.00 | | | | | | |
| 18 | ZENIX WORRY-FREE SERVICE PLAN - 4 YEARS - ON-SITE- AT TIME OF SALE | 50 | EA | 6784.40 | 339220.00 | 8296.00 | 414800.00 | | | | | | |
| 19 | ZOLL STAT-PADZ HVP MULTI-FUNCTION ELECTRODES - 12 PAIR/CASE | 6 | CASES | NB | | 478.88 | 2873.28 | | | | | | |
| | | | | | **2992308.50** | | **3326666.88** | | | | | | |
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| **PRPARED BY** | | | **TERMS** | NET | | NET | | NET | NET | NET | NET | NET | NET |

Kimberly Stanton hereby certifies that the bids listed at
place specified therein and that the above is a correct t
received.

**Date** ---------- ----------

**PUBLIC BID OFFICE**

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: April 7, 2026 AT 11:00 A.M.**
**BID NO: 46514-04076-056 PP 4/21/2026**
**REQ. NO: RQPD26000031**
**TITLE: CARDIOVASCULAR INSTRUMENTS**

| ITEM # | ARTICLE | QTY | UNIT | STRYKER SALES 1 | ZOLL MEDICAL CORP. 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | DETAILS OF AWARD TO NO. | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | ZOLL ZENIX MONITOR/DEFIBRILLATOR ITEM# 8116-11-41-23101-10-USA | 50 | EA | 50569.61 | 53450.00 | | | | | | | | | |
| 2 | ZOLL ZENIX SUREPOWER 4 BATTERY | 50 | EA | 312.00 | 1040.00 | | | | | | | | | |
| 3 | ZOLL ZENIX SUREPOWER 4 CHARGER ADAPTER | 20 | EA | 936.00 | 225.00 | | | | | | | | | |
| 4 | ZOLL SUREPOWER CHARGING STATION 4 CHARGING BAYS | 5 | EA | 998.40 | 2385.38 | | | | | | | | | |
| 5 | ZOLL ZENIX NIBP CUFF, LARGE ADULT PLUS | 50 | EA | 13.20 | 26.50 | | | | | | | | | |
| 6 | ZOLL ZENIX NIBP CUFF, SMALL ADULT PLUS | 50 | EA | 12.60 | 26.50 | | | | | | | | | |
| 7 | ZOLL ZENIX NIBP CUFF, CHILD | 50 | EA | 11.10 | 17.65 | | | | | | | | | |
| 8 | MASIMO RD SET REUSABLE SPO2 SENSOR, ADULT, 3 FT | 50 | EA | 130.50 | 212.50 | | | | | | | | | |
| 9 | MASIMO LNCS-II RAINBOW DCI 8 SPCO ADULT SENSOR, 3FT | 50 | EA | 277.50 | 885.60 | | | | | | | | | |
| 10 | MASIMO RD SET REUSABLE SPO2 SENSOR, PEDIATRIC/SLENDER DIGIT, 3 FT | 50 | EA | 154.50 | 229.50 | | | | | | | | | |
| 11 | MASIMO LNCS-II RAINBOW SPCO SENSOR, PEDIATRIC, 3 FT | 50 | EA | 305.40 | 765.00 | | | | | | | | | |
| 12 | MASIMO NOMOLINE LH AIRWAY ADAPTER SET, ADULT/PEDIATRIC, BOX OF 25 | 5 | BOXES | NB | 308.00 | | | | | | | | | |
| 13 | MASIMO NOMOLINE LH NASAL/ORAL CO2 CANNULA W/ O2, ADULT, BOX OF 25 | 5 | BOXES | 523.20 | 405.00 | | | | | | | | | |
| 14 | ZOLL ZENIX CARRY CASE, LARGE | 50 | EA | 187.20 | 430.00 | | | | | | | | | |
| 15 | GLOBAL 5G MOBILE HOTSPOT, USA | 50 | EA | 468.00 | 630.00 | | | | | | | | | |
| 16 | ZOLL ACCUVENT SENSORS, BOX OF 10 | 5 | BOXES | NB | 624.84 | | | | | | | | | |
| 17 | ZOLL ZENIX FAN FOLDER PAPER, GRID, BOX OF 10 | 5 | BOXES | 936.00 | 43.00 | | | | | | | | | |
| 18 | ZENIX WORRY-FREE SERVICE PLAN - 4 YEARS - ON-SITE- AT TIME OF SALE | 50 | EA | 6784.40 | 8296.00 | | | | | | | | | |
| 19 | ZOLL STAT-PADZ HVP MULTI-FUNCTION ELECTRODES - 12 PAIR/CASE | 6 | CASES | NB | 478.88 | | | | | | | | | |
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| PRPARED BY | | | TERMS | 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 4/21/26

PUBLIC BID OFFICER

## Low Vendor Participation for formal sealed bid 46514-04076-056

## CARDIOVASCULAR INSTRUMENTS

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? **yes.**

2) 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 the vendor understood what the County was requesting. **All vendors listed were notified.**

3) Was the solicitation advertised and posted on the County website as required **yes**

4) 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.)? **Advertised in NY State Contract Reporter**

5) 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**

6) 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. **No.**

7) Was the solicitation conducted in a manner consistent with this Policy **yes**

8) 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: 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? **none**

9) 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. **No.**

**NASSAU COUNTY OFFICE OF SHARED SERVICES**
**1 WEST STREET**
**MINEOLA, NY 11501**

## CALL LOG

**June 18, 2026**

SOLICITATION NO.: 46514-04076-056
CONTRACT TITLE: CARDIOVASCULAR INSTRUMENTS
BID START DATE: 03/12/2026 08:00 AM
BID DUE DATE: 04/21/2026 11:00 AM

| Vendor | Date Solicitation Viewed | Contact Name (Vendor) | Phone | Email | Plans To Bid | Reason For Not Bidding |
|---|---|---|---|---|---|---|
| Altima Care INC. | 04/02/2026 | Fatima Mukhi-Visram | (516) 280-4580 | FMUKHI@ALTIMACAREINC.COM | | no answer |
| Blackheart Distribution Corp | 04/15/2026 | Stella Harvey | (646) 768-9520 | OPERATIONS@THEBHCOMPANIES.COM | no | does not handle |
| Bound Tree Medical, LLC | 03/12/2026 | Christopher Fyffe | (614) 760-5374 | CHRISTOPHER.FYFFE@BOUNDTREE.COM | no | does not handle |
| Cardiotronix | 03/13/2026 | Emma Devine | (855) 433-3427 | EMMA.DEVINE@CARDIOTRONIXHEALTH.COM | | no answer |
| Cold Office Water Corp | 03/16/2026 | Sam Fuchs | (646) 644-7997 | SAM@COLDOFFICEWATER.COM | no | does not handle |
| Fastenal | 03/26/2026 | Matthew Peters | (570) 801-2127 | MAPETERS@FASTENAL.COM | | no answer |
| Fisher Scientific Company, LLC | 03/27/2026 | Philip Denis | | PHILIP.DENIS@THERMOFISHER.COM | no | does not handle |
| G. E. PICKERING INC. | 03/11/2026 | Lisa Morales | (800) 492-0255 | LISA@GEPICKERING.COM | no | does not handle |
| Holzberg Communications, Inc. | 03/12/2026 | Andy Holzberg | (800) 654-9550 | ANDYHOLZBERG.HCI@GMAIL.COM | no | does not handle |
| Howmedica Osteonics Corp | 03/13/2026 | Con Coakley | (914) 760-6400 | CORNELIUS.COAKLEY@STRYKER.COM | yes | |
| INTELLIVISION INC | 03/16/2026 | UME MEMON | (516) 619-6524 | YOURDREAMPROPERTIES01@GMAIL.COM | | no answer |
| Lifesavers, Inc | 03/12/2026 | Marcus Pierre | (917) 332-8409 | CONTACT@LIFESAVERSNY.COM | | no answer |
| Marathon Medical Corporation | 03/13/2026 | JON LANDIS | (303) 339-4305 | JLANDIS@MARATHONMED.COM | | no answer |
| McHade Pharmaceuticals Inc | 03/13/2026 | Meisam Mulla | (516) 893-1786 | MEISAM.MULLA@MCHADE.COM | | no answer |
| McKesson Medical-Surgical Gov Solution | 03/13/2026 | Proposal Manager | (833) 343-2700 | GOVERNMENT.BIDS@MCKESSON.COM | no | does not handle |
| Mr. Cheapo.com LLC | 03/18/2026 | Pierre Hacopian | (201) 222-3750 | PH@STUYVESANTPARTNERS.COM | no | does not handle |
| Silver State Medical Supply LLC | 04/01/2026 | Rocco Towbin | (702) 960-2003 | ROCCO@TCMEDICORE.COM | | no answer |
| SL Williams & Associates | 03/12/2026 | Susan Williams | (631) 331-5797 | SUSAN.W@DIRECTACCESSMED.COM | no | does not handle |
| Vega Square LLC | 03/23/2026 | Venkat Ram Peri | (631) 627-1647 | HELLO@VEGASQUARE.COM | | no answer |
| W. L. Collins Corp | 03/13/2026 | Danny O'Connor | (646) 483-5037 | DANNY.OCONNOR@COLLINSSPORTS.COM | | no answer |
| W.W. Grainger inc. | 04/07/2026 | Thomas McCausland | (631) 438-2854 | TOM.MC_CAUSLAND@GRAINGER.COM | | no answer |
| WillBen LLC | 03/27/2026 | william capenny | (347) 693-7944 | WILLBENLLC@GMAIL.COM | | no answer |
| Williams Distribution, LLC | 03/13/2026 | Andre Williams | (317) 749-0006 | AWILLIAMS@WILLIAMSDISTLLC.COM | | no answer |
| Wilson Emergency Medical Training LLC | 03/12/2026 | John Wilson | (646) 246-2942 | WILSONEMT5@GMAIL.COM | no | does not handle |
| ZOLL Medical Corporation | 03/12/2026 | Irene Soth | (351) 500-4920 | BIDS@ZOLL.COM | yes | |

# 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**
Aon Risk Services Central, Inc.
2237 Wealthy S.E.
Suite 200
East Grand Rapids MI 49506 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: | Old Republic Insurance Company | 24147 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Stryker Corporation & Subsidiaries
1941 Stryker Way
Portage MI 49002 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570121609235 **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 | | MWZY31876425 | 11/01/2025 | 11/01/2026 | EACH OCCURRENCE | $3,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | MWC31875925 AOS | 11/01/2025 | 11/01/2026 | X PER STATUTE OTH-ER | |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) | N/A | | MWXS31876125 Excess WC - MI | 11/01/2025 | 11/01/2026 | E.L. EACH ACCIDENT | $2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | SIR applies per policy terms & conditions | | | E.L. DISEASE-EA EMPLOYEE | $2,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $2,000,000 |

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

County of Nassau is included as Additional Insured (CG 2026 1219) in accordance with the policy provisions of the commercial General Liability policy, but only if or to the extent required by written contract.

**CERTIFICATE HOLDER**

Nassau County
State of New York
1 West Street
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 : 570121609235

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Certified: --

**B-11-26**

Filed by the Nassau County Clerk of the Legislature
7/3/26 11:38AM

## NIFS ID: S35121-06G

Capital: **X**

Contract ID #: **S35121-06G**
NIFS Entry Date:
DPW Contract Number: **S35121-06G**

## Department: Public Works

Service: **South Shore WRF Aeration Facility - S35121-06G B11-26**
Term: **1278 Calendar Days from Notice to Proceed**
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): | **Yes** |
| 5) Insurance Required: | **No** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Posillico Civil Inc.** | ID#:**111529032** |
| Main Address: **1750 New Highway Farmingdale, NY 11735** | |
| Main Contact: **Jillian Brown** | |
| Main Phone: **(631) 622-5938** | |

| **Department:** |
|---|
| Contact Name: **Christopher Vella** |
| Address: **NCDPW 3340 Merrick Road Building "R" 3rd Floor Wantagh, NY 11793** |
| Phone: **(516) 571-7523** |
| Email: **awalsh@hazenandsawyer.com,cvella@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov** |

# Contract Summary

| |
|---|
| **Purpose:** As part of restoration from impacts of Hurricane Sandy under FEMA 406 program, the South Shore WRF (formerly Bay Park STP), a new Aeration Blower Facility must be constructed above the flood level to protect the facility from future flooding. |
| **Procurement History:** Request for sealed bids was advertised in the NY Post, NYSCR & NC e-Procure on 1/07/2026 and the sealed bids were opened on 3/03/2026. Posillico Civil, Inc. was the lowest responsible bidder. |
| **Description of General Provisions:** This project will provide new Aeration Blower Facility at South Shore WRF. DBE utilization rate is 0.05%, MBE 0.48%, WBE 15.43% for a total of 16.96%. |
| **Impact on Funding / Price Analysis:** The maximum amount of this contract is $99,639,000.00. Funds are available in Capital Project 35121 in the amount of $$42,332,352.00 and Capital Project 35123 in the amount $57,306,648.00. 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:**

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: S35121-06G

Advertised On: 01/07/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 03/03/2026

Number of bids received: 4

**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 | PWCSWCSW | 00004 | PWCSWCSW 00004 35121 000 | 01 | $42,332,352.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$99,639,000.00** |
| CSW | | | 00 | PWCSWEFC | 00004 | PWCSWEFC 00004 35123 000 | 02 | $57,306,648.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$99,639,000.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $99,639,000.00 |
| State | $0.00 |
| Capital | |
| Other | $0.00 |
| **Total** | **$99,639,000.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Kobel | 06/09/2026 08:42AM | Approved |
| NIFS Final Approval | Christopher Yansick | 06/10/2026 09:15AM | Approved |
| Final Approval | Christopher Yansick | 06/10/2026 09:15AM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Christopher Yansick | 06/10/2026 09:16AM | Approved |
| Final Approval | Christopher Yansick | 06/10/2026 09:16AM | Approved |
| **County Attorney** | | | |
| RE & Insurance Verification | Julie Silverstein | 06/15/2026 04:36PM | Approved |
| Approval as to Form | Julie Silverstein | 06/15/2026 04:52PM | Approved |
| NIFS Approval | Mary Nori | 06/16/2026 05:32PM | Approved |
| Final Approval | Kemely Weiss | 07/02/2026 02:15PM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 06/10/2026 09:59AM | Approved |
| NIFA Approval | Christopher Nolan | 06/12/2026 01:25PM | Approved |
| Final Approval | Christopher Nolan | 06/12/2026 01:25PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 06/17/2026 10:28AM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/18/2026 03:30PM | 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 | Christopher Leimone | 07/03/2026 11:23AM | 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 |

# B11-26

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 POSILLICO CIVIL, 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 S35121-06G, for SOUTH SHORE WRF AERATION BLOWER - 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 POSILLICO CIVIL, 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 $ 99,639,000.00, 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 follow the exact language of this form as any omission; addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Posillico Civil, Inc.

as Principal; and Liberty Mutual Insurance Company 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 Proposal Price dollars ($ 10% of P.P. ) 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 and sealed this 17th day of February 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. S35121-06G
SOUTH SHORE WRF AERATION BLOWER FACILITY

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 ninety (90) 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 they 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.

Provided, however, that this bond is subject to the following additional conditions and limitations.

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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.

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.

Posillico Civil, Inc.
Contractor

by _____ (L.S.)
Title
Michael J. Trotta

by _____ (L.S.)
Vice President
Title

by _____ (L.S.)
Title

(Corporate seal of Contractor if a corporation)

Liberty Mutual Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Karolynne Ramirez, Attorney-In-Fact

Witness:
~~XXXX~~: _____ (L.S.)
Title of Officer
Vishnu Chaitoo, Surety Account Representative

(Corporate seal of Surety)

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(Acknowledgment of Contractor if a corporation)
STATE OF New York )
ss.:
COUNTY OF Suffolk )

On this 18 day of February, 20 26, before me personally came Michael J. Trotta, to me known, who being by me duly sworn did depose and say: That he/she resides in [redacted]; That he/she is the Vice President of the Posillico Civil, Inc, the corporation described in, and which executed the foregoing instrument; that he/she 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; that he/she signed his/her name thereto by like order.

Mindy Rubenstein
Notary Public

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
My Commission Expires 6/4/20

(Acknowledgment of 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/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment of 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 herein, who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

_____
Notary Public

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(Acknowledgment by Surety Company)

STATE OF New York )
ss.:
COUNTY OF New York )

On this 17th day of February, 20 26, before me personally came Karolynne Ramirez to me known, who being by me duly sworn, did depose and say: That he/she resides in [redacted];

That he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the within instrument; that he/she 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; that he/she signed his/her 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 further said that they is acquainted with Karolynne Ramirez and knows him to be the Attorney-In-Fact of said company; that the signature of the said Karolynne Ramirez subscribed to the within instrument is in the genuine handwriting of the said Karolynne Ramirez and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Fiona Walsh.

Fiona Walsh
Notary Public

FIONA WALSH
Notary Public-State of New York
NO. 01WA0018088
Qualified in Nassau County
Commission Expires December 7, 2027

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POWER OF ATTORNEY

FINANCIAL STATEMENT

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213933-969603**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Karolynne Ramirez; Katherine Acosta; Lee Ferrucci; Louis J. Spina; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 17th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

# LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT – DECEMBER 31, 2024

| Assets | |
|---|---|
| Cash and Bank Deposits | $4,608,826,756.00 |
| *Bonds – U.S Government | $4,281,375,446.74 |
| *Other Bonds | $21,566,489,527.26 |
| *Stocks | $15,589,644,012.00 |
| Real Estate | $86,497,925.00 |
| Agents' Balances or Uncollected Premiums | $7,512,975,129.00 |
| Accrued Interest and Rents | $225,249,712.00 |
| Other Admitted Assets | $19,367,663,200.00 |
| **Total Admitted Assets** | **$74,539,483,661.00** |

| Liabilities | |
|---|---|
| Unearned Premiums | $9,890,896,878.00 |
| Reserve for Claims and Claims Expense | $29,467,071,865.00 |
| Funds Held Under Reinsurance Treaties | $341,948,172.00 |
| Reserve for Dividends to Policyholders | $954,025.00 |
| Additional Statutory Reserve | $150,547,865.00 |
| Reserve for Commissions, Taxes and Other Liabilities | $5,049,906,410.00 |
| **Total** | **$47,104,416,171.00** |
| Special Surplus Funds | $174,153,086.00 |
| Capital Stock | $10,000,075.00 |
| Paid in Surplus | $13,209,595,772.00 |
| Unassigned Surplus | $13,415,980,561.00 |
| Surplus to Policyholders | $27,435,067,490.00 |
| **Total Liabilities and Surplus** | **$74,539,483,661.00** |

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

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CERTIFICATE OF SOLVENCY

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

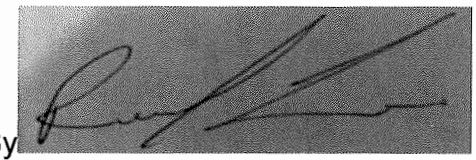
Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $27,256,288,214. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, September 30, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 20th day of February 2025.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PROPOSAL

**SOUTH SHORE WRF AERATION BLOWER FACILITY**

**NASSAU COUNTY, NEW YORK**

**Contract No. S35121-06G**

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: Posillico Civil, Inc.

Bidder: Corporation
(Individual, Firm or Corporation, as case may be)

Bidder's Business Address: 1750 New Highway, Farmingdale, NY 11735

Telephone: 631-249-1872 Date of Bid: 2/24/26

Fax: 631-249-8124 E-mail: mtrotta@posillicoinc.com

**(If Bidder is an Individual, fill in the following blanks)**

Name of Individual: _____

Residence of Individual:

_____

**(If Bidder is a Firm, fill in the following blanks)**

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Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

**(If Bidder is a Corporation, fill in the following blanks)**

Organized under the laws of the State of: New York

Name and Residence of President: Please see the attached

_____

Name and Residence of Vice-President: _____

_____

Name and Residence of Secretary: _____

_____

Name and Residence of Treasurer: _____

_____

## LIST OF PRINCIPAL OFFICERS 2026

*JOSEPH K. POSILLICO – CEO/PRESIDENT
[redacted]

*MICHAEL J. POSILLICO – EXECUTIVE VICE PRESIDENT/SECRETARY
[redacted]

RICHARD NOTA – CFO/TREASURER
[redacted]

ANTHONY C. EVANGELISTA, P.E. – SR. VICE PRESIDENT/CHIEF ENGINEER
[redacted]

MICHAEL J. TROTTA – VICE PRESIDNET/CHIEF ESTIMATOR
[redacted]

MICHAEL PERCIBALLI – VICE PREISENT, ENVIRONMENTAL DIVISION MANAGER
[redacted]

FRED W. LOCHER – VICE PRESIDENT, PURCHASING
[redacted]

THOMAS SPATAFORA, SR. – VICE PRESIDENT, SALES & MARKETING
[redacted]

CHARLES A FORTE, JR. – VICE PRESIDENT, PAVING DIVISON MANAGER
[redacted]

LISA DIPPEL – VICE PRESIDENT, HUMAN RESOURCES
[redacted]

DAVID SPOSITO, P.E. – VICE PRESIDNET, NYC DIVISION MANAGER
[redacted]

THOMAS CASSIDY – VICE PRESIDENT, BUSINESS DEVELOPMENT
[redacted]

ALAN DAVIS – VICE PRESIDENT/OPERATIONS SUPPORT
[redacted]

LARRY GILLMAN – SR. VICE PRESIDENT/COO
[redacted]

ROBERT REIFENHEISER – VICE PRESIDENT, UTILITY DIVISION
[redacted]

PAUL HUFFER, VICE PRESIDENT, LI CIVIL IDVISION
[redacted]

WILLIAM LEPAGE – VICE PRESIDENT, DIRECTOR HEALTH & SAFETY

[redacted]

LEE KAPLAN – VICE PRESIDENT/TEXAS DIVISION MANAGER

[redacted]

[redacted]

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## 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 contractor or otherwise.

4. That no officer or 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/she has carefully examined the Site of the Work and that, from his own personal investigations and research, 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 labor, 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/she has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, that he/she 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 Glen Cove or Long Beach the contractor shall be required to have such a license.

### I. - REJECTION OF BIDS

A. The Commissioner may recommend a rejection of the 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. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if

6. A determination that the bidder is not responsible is made in accordance with law.

7. Bids may be rejected if the County determines that the contractor's experience and qualifications statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning MOPO work and complex phasing and sequencing of equipment on and off-line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever they 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

For all contracts more than $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

TO BE COMPLETED BY CONTRACTORS SUBMITTING A BID ON
S35121-06G

| ITEM NO. | APPROX. QUANTITIES | ITEMS BID WITH AMOUNT BID WRITTEN IN WORDS | UNIT BID PRICE | | AMOUNT BID PRICE | |
|---|---|---|---|---|---|---|
| | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1. | Lump Sum | Base Bid for furnishing all Labor, Materials and Equipment required for all Construction work ready for operation, inclusive of work covered under South Shore WRF Aeration Blower Facility.<br>Ninety Seven Million Six Hundred Thirty Nine Thousand Dollars and No Cents<br>DOLLARS CENTS | N/A | N/A | $97,639,000 | .00 |
| 2 | Allowance | Contingency for furnishing all labor, materials, equipment, and incidentals for unforeseen conditions and associated additional work.<br>TWO MILLION & ZERO<br>DOLLARS CENTS | $2,000,000 | 00 | $2,000,000 | .00 |

**TOTAL BASE BID (Sum of Bid Item No. 1 & 2):** MUST BE WRITTEN IN FIGURES:

$ Ninety Nine Million Six Hundred Thirty Nine Thousand Dollars and No Cents

**TOTAL BASE BID (Sum of Bid Item No. 1 & 2):** MUST BE WRITTEN IN WORDS:

$99,639,000.00
DOLLARS CENTS

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## ALLOWANCES

It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

- Item No. 2: An allowance of two million thousand dollars ($2,000,000.00) for unforeseen conditions, as specified in Section 01020 – Allowances.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01500, Temporary Facilities and Controls.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

## DETERMINATION OF LOW BID

Determination of low Bid will be made by comparing the Total Base Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), 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.

## MAJOR EQUIPMENT ITEMS

The Bidder shall fill the name and address of the one proposed manufacturer for each major equipment item 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/Vendor |
|---|---|---|
| 11310 | Direct Drive Single Stage Centrifugal Blowers | Lonestar |
| 13401 | I&C Supplier | PCS |
| 15064 | Fabricated Stainless Steel Pipe | Piping Service |
| 15100 | High Performance Butterfly Valves | Dezurik |
| 15100 | Double Disk Check Valves | GA |
| 15100 | Resilient-Seated Gate Valves | Mueller |
| 15100 | Resilient-Seated Knife Gate Valves | Dezurik |
| 15100 | Eccentric Plug Valves | Dezurik |
| 15100 | Pressure Relief Valves | GA |
| 15100 | Electric Valve Actuators | Rotork |
| 15120 | Expansion Couplings | Victaulic |
| 16293 | Metal-Clad Switchgear | ABB |
| 16294 | Medium Voltage Solid State Starters | Siemens |
| 16482 | Motor Control Centers | ABB |

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## SUB-CONTRACTOR LIST AND SUBCONTRACT VALUE

BIDDER: Posillico Civil, Inc.

SUBCONTRACTORS:

1. Plumbing and Gas Fitting
   a. Company: Self Perform
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: $ _____

2. Heating, Ventilating and Air Conditioning
   a. Company: JDP Mechanical
   b. Address: 24-39 44th st, Astoria, NY
   c. Telephone: 718-267-6677
   d. Contact Name: John Macko
   e. Subcontract Value: $ 6,511,000

3. Electric Wiring and Standard Illuminating Fixtures
   a. Company: JVR Electric
   b. Address: 160 Gary Way, Ronkonkoma, NY
   c. Telephone: 631-451-1226
   d. Contact Name: Steve Lasala
   e. Subcontract Value: $ 14,750,000

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## SUB-CONTRACTOR LIST AND SUBCONTRACT VALUE (Continued)

4. Roofing

   a. Company: Nationwide

   b. Address: 1150 Lincoln Ave, Holbrook, NY

   c. Telephone: 631-563-2100

   d. Contact Name: David Ross

   e. Subcontract Value: $ 315,000

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## 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.

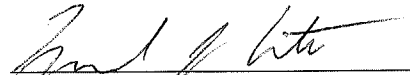
The Certification is as follows:

☑ **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,

☐ **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.



Signature/Date

Michael J. Trotta, Vice President

Print Name and Position

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## 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 ☑

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

Posillico Civil, Inc.
Name of Business

Michael J. Trotta, Vice President

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## CONTRACTOR CERTIFICATION STATEMENT REGARDING STORM WATER POLLUTION AT THE WORK SITE

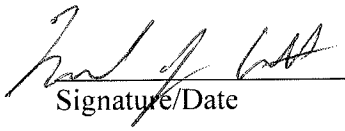
I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply 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: Posillico Civil, Inc.

TELEPHONE NUMBER: 631-249-1872

WORK SITE OR FACILITY NAME: South Shore WRF Aeration Blower Facility

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: S35121-06G



2/23/26 Michael J. Trotta, Vice President

Signature/Date Print Name and Position

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## PERFORMANCE BOND INFORMATION FORM

Construction Contract Number S35121-06G

Name of Contract South Shore WRF Aeration Blower Facility

Name of Contractor Posillico Civil, Inc.

Address 1750 New Highway, Farmingdale, NY 11735

Bonding Company or Person Issuing Security Bond Liberty Mutual Insurance Company

Address 175 Berkeley St., Boston, MA 02116

Bonding Company Agent Michelle Wannamaker

Address 333 Earle Ovington Blvd., Ste 700, Uniondale, NY 11553

Amount of Bond

Duration of Bond – From

Identification number of Bond

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## 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?

   80 Years _____ Months

2. How many years in the construction work of a similar type as this contract has your firm had;

   as a Prime Contractor 80

   as a Subcontractor 79

3. List below the construction projects your firm has under way as of this date:

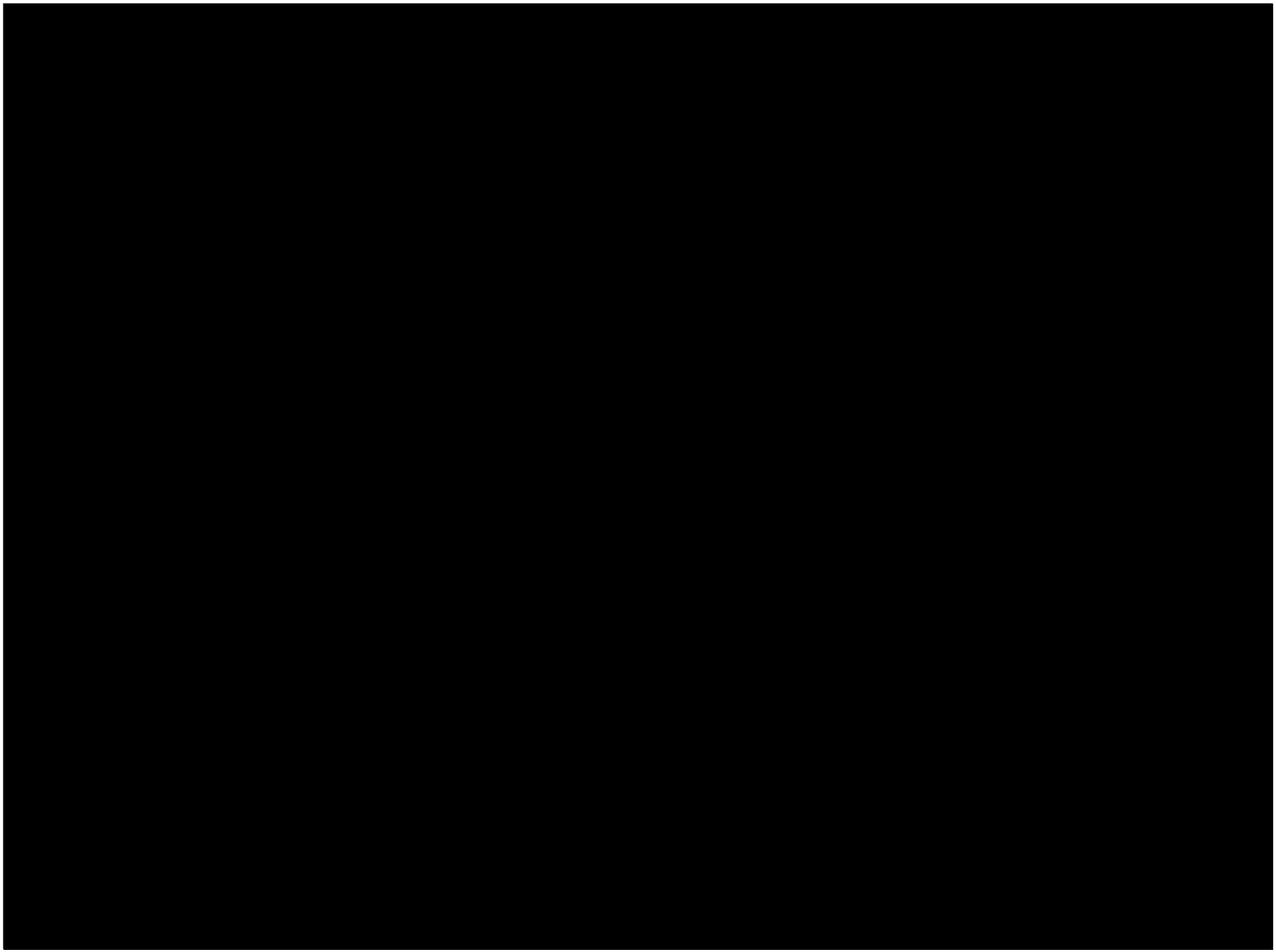
| Contract Amount | Class of Work | Percent Completed | Name and Address Owner of Contracting Officer |
|---|---|---|---|
| Please see the attached | | | |

(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 Owner of Contracting Officer |
|---|---|---|---|
| Please see the attached | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)



[redacted]

CONFIDENTIAL FOR The NCDPW - S35121-06G
EXEMPT FROM DISCLOSURE UNDER FOIA/FOIL
RELEASE TO ANY THIRD PARTY ONLY UPON WRITTEN CONSENT

| Project Name | Client Name | Client Contact - Name | Client Contact - Phone | Client Contact - Email | Client Contact - Address | Description | Contract Amt | Percent Complete |
|---|---|---|---|---|---|---|---|---|
| NCDPW - S35121-03G Raw Sewage Pumping Improvements | Nassau County Department of Public Works | Bob Pedenzin, Sr Construction Manager, at Hazen and Sawyer | 917-887-3462 | rpedenzin@hazenandsawyer.com | 3340 Merrick Road, Wantagh, NY 11793 | Modifications to the existing Raw Sewage Pumping Facility (RSP) Building, upgrade of the existing RSP equipment, and the construction o a new electrical room located at the Bay Park Sewage Treatment Plant. | [redacted] | 100 |
| NCDPW - S35121-09G Bay Park Sludge Dewatering | Nassau County Department of Public Works | Bob Pedenzin, Sr Construction Manager, at Hazen and Sawyer | 917-887-3462 | rpedenzin@hazenandsawyer.com | 1 West Street, Mineola, NY 1150 | The principal features of the work to be performed under this contract consists of the installation of dewatering centrifuges, conveyance systems, polymer systems, odor control scrubber systems with chemical storage tanks and other appurtenances associated with the Sludge Dewatering facility including HVAC, plumbing, fire protection, electrical and instrumentation and controls associated with such work. | [redacted] | 100 |
| SCDPW CP8156 Ronkonkoma Hub | Suffolk County Department of Public Works | Charles J. Bartha SCDPW Commissioner | 631-852-4011 | CommissionerBartha@suffolkcountyny.gov | 335 Yaphank Avenue, Yaphank, NY 11980 | This project entailed the construction of sanitary force mains and gravity piping systems for the proposed Ronkonkoma Hub Development which traversed through three municipalities. More specifically, it included just under six miles of new 6" and 12" diameter force main piping system with all new piping and associated accessories to provide for the connection of the proposed sanitary pumping stations and the new gravity sewer. It also included 1.5 miles of new 24" diameter gravity sewer with all new piping and associated accessories to connect the proposed force main to existing sewer system. Lastly, the scop of work also entailed roadway rehabilitation following the sewer main installation. | [redacted] | 100 |

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5. Have you ever failed to complete any work awarded to you? If so, when and why?

No

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?

No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name?

If so, state name of individual, name of owner and reason therefor:

No

8. In what other lines of business are you financially interested?

Environmental Services, Real Estate

+ + NO TEXT ON THIS PAGE + +

9. 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 |
|---|---|---|---|---|
| Please see the attached | | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

10. 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. | Year of Service | Present Location |
|---|---|---|---|
| Please see the attached | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

11. 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.

N/A

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Posillico
We know how.

# JOSEPH K. POSILLICO

**Posillico Civil, Inc.**

**Total Years of Experience**
41

**Years of Experience as President**
18

**Years of Experience as as CEO**
15

**Education**
Graduate Classes in Management, Finance, and Business Law, St. John's University, 1983

BS Civil Engineering, Villanova University, 1981

**Certificates/Affiliations**
FMI Leadership Institute Program, 2009

Chi Epsilon National Honor Society, Member

Tau Beta Phi National Honor Society, Member

**Boards**
Member, Board of Directors, Associated General Contractors of New York State

Member, Board of Directors, Long Island Contractors Association

Member, Villanova University College of Engineering Advisory Board

**President/CEO and Partner, 2004 – Present**
**CEO, 2007-Present**
A third generation Principal of the Posillico family organization, Joe carries the 75-year torch of innovation, providing governance that positions the Posillico family of companies at the forefront of the ACE Industry. He guides the development and management of the organization's annual strategic plan to advance the company's mission and objectives and to promote organizational growth, revenue, and profitability.

The Posillico family of companies works diligently to lead the industry in safety. He oversees company operations to ensure safety, efficiency, quality, service, and cost-effective management of resources.

**President; 01/2004-09/2007:** Oversaw the organization's project management and estimating functions across all divisions. He represented the company in negotiations with private and public corporations and clients. He led the organization and management of staff and company-wide informational meetings and communications.

**Secretary; 04/1987-01/2004:** Responsibilities included estimating and coordinating bids for public works projects, seeking out project opportunities with private firms and providing price quotations and negotiations, handling claims and change orders for ongoing and completed projects, management of the engineering department staff personnel and provided engineering support. Took charge of two construction projects for the Port Authority of New York and New Jersey at JFK International Airport. The projects involved relocating existing sanitary sewer and water facilities, installing and removing steel sheet piling, dewatering, constructing a 30-foot-deep sanitary sewer lift station, and installing underground tanks. The projects required intense planning and staging to minimize interruptions to airport operations, including a comprehensive safety program to protect employees and the public; in charge of two construction projects for the New York State Dept. of Transportation that involved the reconstruction of Route 495 in Huntington, NY ($10.8 million) and the construction of Route 878 in Inwood, NY ($25.7 million). Responsibilities included project scheduling, field supervision, project engineering, and negotiating change orders. The project included constructing a bridge over the LIRR and installing over 16,000 linear feet of underground sanitary and drainage pipe, 3,600 LF concrete box culverts, and 6,700 linear feet of 48-inch water main piping and appurtenances.

**Prior Experience**
**Exxon Company, USA; May 1985 – March 1987**
**Terminal Superintendent:** Supervisor of Exxon Co. USA's Everett, MA operation. Oil transfer facility. Responsibilities included supervising eight supervisory and 30 union employees, stewardship over a $5 million per year operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and ensuring compliance with federal and local environmental regulations. Operations at the facility included handling over 10 million barrels of petroleum products per year, with shipment and receipt of this product via barge, pipeline, and tank truck.

**Terminal Supervisor; 11/1983-02/1987:** In charge of Exxon's oil transfer facility in Oceanside, NY. Developed and implemented a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

**Construction and Maintenance Engineer; 08/1981-10/1983:** Oversaw the construction and modernization of Exxon's retail stations on Long Island, NY, including the replacement of underground tanks, the installation of vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

Posillico
We know how.

# MICHAEL J. POSILLICO

**Principal, Secretary, Chairman of the Board,**
**and Executive Vice President of Business Development, 1985-Present**

Mr. Posillico has varied experience in civil, environmental, and development projects. He has worked with government agencies and owners in conjunction with many projects' construction, development, and remediation, including the NYSDOT, NYSDEC, NYCDEP, NJDEP USEPA, and other regional municipal agencies. In the past several years, he has combined this expertise to promote the clean-up and redevelopment of some of the most contaminated projects in our region.

**2010 to Present:** Mr. Posillico has developed many construction materials facilities, including many that recycle construction waste into reusable construction products. Over the past five years, Mr. Posillico has worked to develop and commission the world's largest soil wash plant that cleans contaminated soils at their Farmingdale, New York facility. He also reorganized business development strategies for companywide goals and individual business units. In 2012 he took on the role of chairman for the New York League of Conservation Voters Long Island Chapter. He restructured their platform to implement a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.

**2005 to 2010**: Mr. Posillico formed two new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources, and strategically invest in property development, and Posillico Consulting, LLC, a multi-disciplined Brownsfield redevelopment property management and development consulting service. He expanded Posillico Environmental's marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction, and refurbishment. Mr. Posillico also led a re-branding effort for the Posillico companies to improve their recognition under one brand dedicated to setting the standard for excellence in the construction industry for completing complex projects safely, on time, and within budget.

**1997 to 2004:** Mr. Posillico worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as "Poscrete." He has worked on significant environmental projects, including the completed dredging of Lake Capri in West Islip, NY, which involved challenging environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on developing a remedial SVE system at Northville's Holtsville terminal and affected area with ERM Northeast. Mr. Posillico focused on the re-development of environmentally challenged properties in addition to overseeing significant projects in Posillico Environmental, Inc. Major projects included the partnership in Glen Isle Development, a 50-acre national Brownsfield waterfront redevelopment site, redevelopment of the former Cibro Fuel Oil Terminal in Island Park, NY, and the clean-up of the former GTE and Sylvania site in Hicksville, NY.

**1991 to 1996:** The majority of Mr. Posillico's efforts were directed at developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC). During this period, Michael founded and developed the Blue Water Environmental, Inc. petroleum-contaminated soil business, which is now known as Posillico Environmental, Inc. Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects, including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Dzus Fasteners in West Islip, NY, and the handling and disposal of

**Posillico Civil, Inc.**

**Total Years of Experience**
38

**Years of Experience as Executive Vice President**
14

**Education**
BS Civil Engineering, Clemson University, 1984

**Current Titles and Affiliations**
Senior Partner, Posillico, Inc.

New York State League of Conservation Voters, Board Member

Clemson University – Civil Engineering Department Advisory Board Member

Chi Epsilon National Civil Engineering Honor Society, Member

SUNY Farmingdale College Foundation, Honorary Member

New York League of Conservation Voters Long Island Chapter, Former Chairman

Gilda's Club of New York City Former Board Member

Vision Long Island, Former Board Member

dredge sediments from the installation of a cooling tunnel outfall at the Brooklyn Navy Yard.

**1985 to 1991:** Mr. Posillico was the project supervisor for NYSDOT. A nighttime reconstruction of the Long Island Expressway exits 52-57 and exits 32-39. ($10 million), the reconstruction of Route 106/107 and the North Service Road in Syosset, NY. ($4 million, rebuilding the force main and sewer system, Halesite, NY. ($2 million) Mr. Posillico was the project manager for **the** reconstruction of the Northern State and Meadowbrook Parkways interchange and rebuilding of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over $70 million, which involved complex bridge reconstruction and highway detour routing.

**Affiliation:** Mr. Posillico and his partners formed The Posillico Foundation in 2004, donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards, including Farmingdale State College Foundation, where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He served as Chairman of the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. Mr. Posillico currently serves as a New York State League of Conservation Voters board member and an advisory board member for Clemson University Civil Engineering Department. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation, and economic development.

| Description | Make | Model | Year |
|---|---|---|---|
| CAT Dozer D5GLGP | Caterpillar | D5GLGP | 2006 |
| Komatsu Dozer D21A8 | Komatsu | D21A8 | 2009 |
| Komatsu Dozer D21P-7 LGP | Komatsu | D21P-7 LGP | 2004 |
| CAT Dozer D5GLGP | Caterpillar | D5GLGP | 2006 |
| CAT Dozer D3-12A LGP | Caterpillar | D3-12A LGP | 2022 |
| CAT Dozer D6K2LGP | Caterpillar | D6KLGP | 2014 |
| Ingersoll Rand Compressor185CFM | Ingersoll Rand | P185WJD | 1999 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| McElroy Pipe Fusion Machine | Upsco | 412 DPS | 2013 |
| E-Z Drill 2108-4 SRA Slab Rider | Ez Drill | 210B-4 SRA | 2023 |
| Allen 20' Triple Roller Tube Paver | Allen Engineering | TRTP150B (051265) | 2023 |
| Allen 24' Triple Roller Tube Paver | Allen Engineering | TRTP150B (051267) | 2023 |
| Allen SSE1222P Truss Screed | Allen Engineering | SSE1222P | 2023 |
| Portable Modular Conveyor 60" x 21.5' | E2 Systems | Portable Conveyor | 2024 |
| John Deere Compressor 185CFM | John Deere | | |
| JLG 600AJ Articulating Boom Lift 60' | JLG | 600AJ | 2011 |
| Tadano Picker TR450XL4 45 Ton | Tadano | TR450 XL4 | 2003 |
| Trimble Robotic Station 5^ 3" | Trimble | 5^3" | 2006 |
| Shearforce Ripper XR50 | Shearforce | XR50 | 2014 |
| JLG 3246ES Electric Scissor Lift 32' | JLG | 3246ES | 2004 |
| Skyjack 3219 Electric Scissor Lift 19' | Skyjack | SJIII 3219 | 2014 |
| JLG 3248RS Electric Scissor Lift 32' | JLG | 3248RS | 2014 |
| Cimolai 30 US Ton Rail-mounted Gantry | Cimolai | RGC038 | 2018 |
| Tadano Picker GR500XL | Tadano | GR500XL | 2011 |
| Tadano Picker GR750XL4 | Tadano | GR750XL4 | 2011 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2019 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Trimble Robotic Total Station | Trimble | SPS930 | 2012 |
| Geo XH Trimble #61000-00 GPS | Geo Trimble | GeoXH | 2006 |
| Trimble Robotic Total Station | Trimble | SPS930 | 2013 |

| | | | |
|---|---|---|---|
| Trimble Robotic Total Station | Trimble | SPS930 | 2015 |
| Trimble SX10 1' Scanning Total Station | Trimble | SX10 | 2020 |
| SX-12 Scanning Station | Trimble | SX-12 | 2023 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Ingersoll Rand Compressor 375CFM | Ingersoll Rand | XP375WJD | 2011 |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | P185WJD | 2011 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Miller EnPak Air Compressor 175 PSI 60 | Miller EnPak | 907598001 | 2016 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2017 |
| Homesteader Utility Trailer | Homesteader | 6X12 White | 2014 |
| Freedom Safety Trailer Enclosed | Freedom | 7X20TA3 | 2015 |
| Look Enclosed 6' X 10' V Nose Trailer | Look Trailers | 6' X 10' White | 2013 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Wacker Neuson RD-12A Double Drum | Wacke rNeuson | RD-12A | 2014 |
| Ditch Witch RT16 Walk-Behind Trencher | Ditch Witch | RT16 | 2015 |
| Wacker Neuson RD12A-90 Tandem | Wacker Neuson | RD12A-90 | 2017 |
| Vermeer T755III Trencher | Vermeer | T755III | 2019 |
| Trencor T10 Trencher | Trencor | T10 | 2024 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |

| | | | |
|---|---|---|---|
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Wanco Message Board | Wanco | Metro Matrix | 2013 |
| Wanco Message Board | Wanco | Metro Mini | 2013 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Allmand Arrow Board Solar | Allmand | Solar | 2006 |
| Allmand Arrow Board Solar | Allmand | Eclipse | 2006 |
| Allmand Arrow Board Solar | Allmand | Solar | 2004 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |

| | | | |
|---|---|---|---|
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Solar Tech Arrow Board Solar | Solar Tech | Silent Sentinel | 2008 |
| Allmand Arrow Board Solar | Allmand | Solar | 2004 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Arrow Master Arrow Board | Arrow Master | AL4000 | |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Wacker Neuson RD-12A Double Drum | Wacker | RD12A | 2010 |
| CAT CB4.0 Asphalt Roller | Caterpillar | CB4.0 | 2023 |
| CAT CB10-02A Tandem Vibratory Roller | Caterpillar | CB10-02A | 2022 |
| CAT CB10-02A Tandem Vibratory Roller | Caterpillar | CB10-02A | 2023 |
| Dynapac CA2500PD Pad Foot Roller | Dynapac | CA2500PD | 2023 |
| Dynapac CA1500PD Smooth Drum Roller | Dynapac | CA1500PD | 2021 |
| Ingersoll Rand Roller DD90HF | Ingersoll Rand | DD90HF | 2004 |
| Volvo Roller DD90HF | Volvo | DD90HF | 2010 |
| Volvo Roller DD90HF | Volvo | DD90HF | 2010 |
| Dynapac Asphalt Roller CC1200 | Dynapac | CC1200 | 2014 |
| Sakai Walk Behind Roller | Sakai | HS67ST | 2010 |
| CAT CB24B Tandem Vibratory Roller | Caterpillar | CB24B | 2016 |
| Sakai Walk Behind Roller | Sakai | HS67ST | 2010 |
| Weber CR8 MDM Plate Tamper | Weber | CR8 MDM | 2016 |
| Weber CR7 CCD Plate Tamper | Weber | CR7 CCD | 2013 |

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|---|---|---|---|
| Husqvarna FS7000D 42" Concrete Walk | Husqvarna | FS7000D | 2023 |
| Husqvarna FS5000D 26" Concrete Walk | Husquvarna | FS5000D | 2024 |
| Husqvarna FS7000D T4 30" Concrete | Husquvarna | FS7000D T4 | 2024 |
| Rotair D425T4F Tow-Behind Compressor | Rotair | D425T4F | 2019 |
| EDCO Walk Behind Saw | EDCO | SS-26-35K | 2015 |
| Multiquip DLW-400ESA Welding Machine | Multiquip | DLW-400ESA | 2014 |
| Multiquip Welder 400 AMP Dual | Multiquip | DLW400ESE | 2006 |
| CAT CB34B Roller | Caterpillar | CB34B | 2020 |
| KÖCO Compact Stud Welder | ELOTOP | 2010 | 2015 |
| Miller Welder 700 Amp | Miller | Big Blue 700 | 2013 |
| Miller Trailblazer 302 Diesel Welder- | Miller | 907548001 | 2013 |
| Miller Trailblazer 325 Diesel Welder - | Miller | 907566001 | 2014 |
| Lincoln Electric TorchmateX 5x10 Plasma | Lincoln Electric | TorchmateX | 2023 |
| Hyster Static Roller C340C | Hyster | C340C | 2008 |
| Kawasaki Mule | Kawasaki | 4010 KAF950FBF | 2011 |
| 2008 Leasehold Improvements | | | |
| Kawasaki Mule | Kawasaki | 4010 KAF950FBF | 2011 |
| Sandvik QE342 Mobile Scalper | Sandvik | QE342 | 2020 |
| KPI FT4250CC-419994 Track Mounted | KPI | FT4250CC-419994 | 2022 |
| GT4280 Track Mounted Conveyor | Astec | GT4280 | 2022 |
| Bobcat Skid Steer S100 | Bobcat | S100 | 2013 |
| Mitsubishi FG25N 5,000 LB. Dual Fuel | Mitsubishi | FG25N | 2011 |
| Toyota 8,000lb Diesel Forklift | Toyota | 8FD35U | 2021 |
| Mitsubishi FG25N 5,000 LB. Dual Fuel | Mitsubishi | FG25N | |
| Toyota 6,500lb Diesel Forklift | Toyota | 8FDU32 | 2022 |
| CAT Track Skid Steer 299D | Caterpillar | 299D | 2013 |
| CAT Skid Steer Loader 272D2 XHP W/ | Caterpillar | 272D2 XHP | 2016 |
| JCB 940-4 8,000 LB Rough Terrain | JCB | 940-4 | 2015 |
| John Deere 331G Compact Track Loader | John Deere | 331G | 2018 |
| Volvo RT Excavator EW210D | Volvo | EW210D | 2016 |
| CAT Excavator 320E LRR | Caterpillar | 320E LRR | 2015 |
| John Deere 333G Compact Track Loader | John Deere | 333G | 2017 |
| John Deere 330G Skid Steer | John Deere | 330G | 2020 |
| John Deere 330G Skid Steer | John Deere | 330G | 2023 |
| CAT 272D3XE Skid Steer w/ Cold Planer | Caterpillar | 272D3XE | 2022 |

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|---|---|---|---|
| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| CAT Excavator 321DLCR with Rototilt | Caterpillar | 321DLCR | 2008 |
| CAT 259D Compact Track Loader | Caterpillar | 259D | 2018 |
| CAT 259D Compact Track Loader | Caterpillar | 259D | 2019 |
| CAT M316F Wheeled Excavator | Caterpillar | M316F | 2018 |
| John Deere 50G Compact Excavator | John Deere | 50G | 2017 |
| John Deere 60G Compact Excavator | John Deere | 60G | 2017 |
| John Deere 85G Compact Excavator | John Deere | 85G | 2018 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2018 |
| John Deere 345G LC Excavator | John Deere | 345G LC | 2018 |
| John Deere 345G LC Excavator | John Deere | 345G LC | 2018 |
| CAT Excavator 308E | Caterpillar | 308E | 2012 |
| CAT Excavator 308E | Caterpillar | 308E | 2012 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2018 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2019 |
| John Deere 672G Motor Grader | John Deere | 672G | 2023 |
| John Deere 872G Motor Grader | John Deere | 872G | 2023 |
| John Deere 672G Motor Grader | John Deere | 672G | 2023 |
| CAT Excavator 303.5E | Caterpillar | 303.5E | 2012 |
| CAT Excavator 320E LRR | Caterpillar | 320E LRR | 2013 |
| Volvo ECR28 Compact Excavator | Volvo | ECR28 | 2016 |
| Volvo ECR58D Compact Excavator | Volvo | ECR58D | 2015 |
| Volvo ECR88D Compact Excavator | Volvo | ECR88D | 2015 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| CAT 349F L Hydraulic Excavator | Caterpillar | 349F L | 2018 |
| Volvo ECR88D Compact Excavator | Volvo | ECR88D | 2016 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| CAT 349F L Hydraulic Excavator | Caterpillar | 349F L | 2018 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| John Deere 50G Compact Excavator | John Deere | 50G | 2019 |
| John Deere 60G Compact Excavator | John Deere | 60G | 2019 |
| Hitachi ZX135 Mid-Size Excavator | Hitachi | ZX135US-6 | 2017 |

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| CAT 308 Excavator | Caterpillar | 308 | 2020 |
| CAT M316F Wheeled Excavator | Caterpillar | M316F | 2020 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2020 |
| McElroy Fusion Machine 12" | McElroy | | 2001 |
| McElroy Fusion Machine 8" | McElroy | | 2001 |
| McElroy Fusion Machine 8" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| Koncentra Fusion Machine 4" | Koncentra | | |
| Koncentra Fusion Machine 4" | Koncentra | | |
| McElroy Fusion Machine 2" | McElroy | | |
| McElroy Rolling 28 Pipe Fusion Machine | McElroy | A860701 | 2018 |
| Wacker Neuson EW100 Wheeled | Wacker Neuson | EW100 | 2020 |
| John Deere 470G Hydraulic Excavator | John Deere | 470G | 2022 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2021 |
| CAT M316 Wheeled Excavator | Caterpillar | M316 | 2022 |
| John Deere 470P Excavator | John Deere | 470P | 2022 |
| John Deere 470G Excavator | John Deere | 470G | 2021 |
| John Deere 350P Excavator | John Deere | 350P | 2023 |
| Antraquip Mixing/Cutting Attachment | Antraquip | AQ4-XL-SM | 2015 |
| John Deere 410E Articulated Dump Truck | John Deere | 410E | 2019 |
| John Deere 410E-II Articulated Dump | John Deere | 410E-II | 2021 |
| Grizzly | JDP | | |
| American Shoring Manhole Box 10'X10' | American Shoring | | 2008 |
| American Shoring Manhole Extension | American Shoring | 4DWE412X | 2009 |
| Wilson Car Unloader | Wilson | | |
| American Shoring Shoring Box 8'X10' | American Shoring | 4DWE810 | 2013 |
| American Shoring Shoring Box 8'X24' | American Shoring | 6SDW824 | 2013 |
| CAT Backhoe Loader 430F | Caterpillar | 430F | 2012 |
| Isuzu Air Compressor | Isuzu | NPR | 2004 |
| CAT Backhoe Loader 420D | Caterpillar | 420D | 2004 |
| CAT Backhoe Loader 420D | Caterpillar | 420D | 2005 |
| CAT Payloader 950M | Caterpillar | 980M | 1953 |
| CAT Payloader 924G | Caterpillar | 924G | 2005 |

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| John Deere Backhoe Loader 410L | John Deere | 410L | 2021 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2022 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2022 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 624P Wheel Loader | John Deere | 624P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2022 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| CAT 966M Wheel Loader | Caterpillar | 966M | 2022 |
| CAT 938M Wheel Loader | Caterpillar | 938M | 2021 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| Volvo Payloader L150F | Volvo | L150F | 2009 |
| Volvo Payloader L150F | Volvo | L150F | 2008 |
| Komatsu Payloader WA4505 | Komatsu | WA450-5 | 2006 |
| CAT Payloader 966G | Caterpillar | 966G | 2003 |
| CAT Payloader 966K | Caterpillar | 966K | 2012 |
| CAT Payloader 966K | Caterpillar | 966K | 2012 |
| CAT Payloader 966M | Caterpillar | 966M | 2019 |
| Chincoteague Boat 20' | Chincoteague | 20 | 2002 |
| Trimble Dozer GPS Setup GCS900 | Trimble | GC5900/DUALM5992 | 2010 |
| Trimble Excavator GPS Setup GC5900 | Trimble | GC5900/DUALM5992 | 2010 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2010 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2011 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2012 |
| 3D Upgrade for CAT AP 1055F Mobil-Trac | Trimble | PCS900 | 2017 |
| Trimble EarthWorks Dozer Grade Control | Trimble | EarthWorks | |
| Sitech CAT 150 - EB501688 - Dual/UTS | Sitech | EB501688 | 2024 |
| Sitech CAT 150 - EB501688 - Dual/UTS | Sitech | EB501688 | 2024 |
| Sitech Deer 850L - F463453 - Earthworks | Sitech | F463453 | 2024 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2010 |
| Trimble Tablet PC SCS900 | Trimble - RAC15U0010 | SCS 900 | 2011 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2011 |

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| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2013 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Highfield 11'-3" Inflatable Boat - 5 Person | Highfield | | 2018 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Highfield 12' Aluminum Boat | Highfield | | 2017 |
| Cruisers 21' Fiberglass Boat | Cruisers | | 1977 |
| Trimble Rover SPS882 with base option | Trimble | SPS882 | 2010 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2010 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS985 w/ Base Station | Trimble | SPS985 | 2022 |
| Trimble Rover R780 | Trimble | R780 | 2023 |
| Trimble Rover R780 | Trimble | R780 | 2023 |
| Trimble Base Station SP852 | Trimble | SP852 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS852/882 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Base Station SP882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Robotic Total Base Station | Trimble | SPS930 | 2013 |
| Trimble Robotic Total Base Station | Trimble | SPS930 | 2014 |
| Link-Belt TCC 750 Telescopic Crawler | Link Belt | TCC 750 | 2019 |
| Link-Belt TCC-800 Telescopic Crawler | Link-Belt | TCC-800 | 2023 |
| Trimble Base Reapter Kit | Trimble | SNB900 | 2011 |
| Trimble Laser SR300 | Trimble | SR300 | 2011 |
| Trimble Active Target GC | Trimble | MT900 | 2011 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2015 |
| Trimble Site Tablet w/ SCS900 | Trimble | TAB71RD | 2015 |
| Trimble MultiTrack Target | Trimble | MT1000 | 2015 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2017 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2017 |
| SPS930 Robotic UTS DR Plus with TSC7 | Trimble | SPS930 | 2018 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2018 |

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| Trimble TSC7 Data Collector | Trimble | TSC7 | 2018 |
| Trimble T10 Tablet | Trimble | T10 | 2018 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2022 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2023 |
| Trimble T7 Tablet | Trimble | T7 | 2023 |
| SPS930 Robotic ATS Total Station | Trimble | SPS930 | 2023 |
| SPS930 Robotic ATS Total Station | Trimble | SPS930 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2023 |
| Trimble T7 Tablet | Trimble | T7 | 2023 |
| Trimble X9 Kit w/ T10 Tablet | Trimble | T10x | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble TSC7 Data Controller | Trimble | TSC7 | 2024 |
| Trimble TSC7 Data Controller | Trimble | TSC7 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Sitech | SPS930 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Sitech | SPS930 | 2024 |
| SPS785 Premium Precise Base | Sitech | SPS785 | 2024 |
| Trimble MT900 Prism | Trimble | MT900 | 2024 |
| Trimble MT900 Prism | Trimble | MT900 | 2024 |
| Trimble R750 Repeater | Trimble | R750 | 2024 |
| Focus 3D-X330 Scanner | Focus | 3DX330 | 2014 |
| Focus 3D-X330 Scanner | Focus | 3DX330 | 2014 |
| Trimble Receiver | Trimble | R1000160GNSS | 2015 |

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|---|---|---|---|
| DJI Mavik 3 Drone | DJI | Mavik 3 | 2023 |
| Trimble TSC3 | Trimble | TSC3 | 2015 |
| CAT Paver AP555F | Caterpillar | AP555F | 2022 |
| CAT Paver AP1055F | Caterpillar | AP1055F | 2020 |
| CAT Paver AP1055F | Caterpillar | AP1055F | 2020 |
| GeoVISION Deluxe Borehole Camera | GeoVISION | GS-0001 | 2016 |
| Allen SE12 Steel Engine Driven Truss | Allen Engineering | SE12 | 2020 |
| Allen WB1824 Powered Work Bridge | Allen Engineering | WB1824 | 2020 |
| CAT Paver AP1055-07A (Next Gen) | Caterpillar | AP1055-07A | 2022 |
| BidWell Concrete Paver | Bidwell | 3600 | 2010 |
| Griffin Diesel Pump 10" | Griffin | 10NCRD | 2012 |
| Putzmeister TK50 Concrete Pump Trailer | Putzmeister | TK50 | 2015 |
| Hydra-Tech HT25DYS Portable Hydraulic | Hydra-Tech | HT25DYS | 2012 |
| Putzmeister Concrete Pump Trailer | Putzmeister | TK40 | 2006 |
| Liebherr THS110 K-D4F Crawler Pump | Liebherr | THS110 K-D4F | 2023 |
| Gomaco GT-3300 Slipform Paver | Gomaco | GT-3300 | 2023 |
| BidWell 3600HD 24' Concrete Paver | Bid-Well | 3600 | 2024 |
| Wirtgen 240i Soil Stabilizer | Wirtgen | 240i | 2023 |
| CAT Dirt Roller CS56B | Caterpillar | CS56B | 2019 |
| CAT Dirt Roller CS563C | Caterpillar | CS563C | 1998 |
| Lynx 500 20x88 Big Bowl Centrifuge | Lynx | 500 NX5150 | 2021 |
| Telescopic Centrifuge Stand Assembly | Elgin | N/A | |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2006 |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2010 |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2011 |
| Elgin Broom Badger Street Sweeper | Elgin | Broom Badger | 2020 |
| ODRA MT4H Street Sweeper | Izusu / ODRA LLC | NRR / MT4H | 2022 |
| Pearson PH2200 70T Water Chiller | Pearson | PH2200 | 2023 |
| Digga Torque Logic Hub Kit | Digga | DTL-001576 | |
| Digga SD 95 Anchor Drive w/ Linkage & | Digga | SD 95 | 2017 |
| Digga MD 110 Anchor Drive w/ Linkage & | Digga | MD 110 | 2015 |
| Comacchio 520mm Clamp w/ Hyd Valve | Comacchio | 520 Comacchio | 2015 |
| Double Clamp Series 45-520mm | Comacchio | 6-7000.225 | 2015 |
| Double Clamp Series 45-520mm | Comacchio | 6-7000.225 | 2015 |
| Cemen Tech Mixing Silo | Cemen Tech | MT 270 P | 2007 |

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|---|---|---|---|
| YBM SG-30SV GROUT PUMP - 440L/min | YBM | SG-30SV | 2009 |
| Blend A240 Tre Concrete Plant | Blend Plants | A240 tre | 2021 |
| El Cinco TD-116 Cement Storage PIG | El Cinco | TD-116 | 2023 |
| CemenTech 200 Barrel Portable Silo | CemenTech | CT-200LP | 2018 |
| Tecniwell 1.5 Ton Mini Silo With Screw | Tecniwell | TWSILO 1.5T | 2018 |
| Belgrade 200 Barrel Low Profile Silo | Belgrade | 200 BBL | 2019 |
| Belgrade 350 Barrel Portable Silo | Belgrade | 350 BBL | 2019 |
| Weldbilt Truck Body | Weldbilt | Custom 22' | 2015 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T800 Boom Truck | Kenworth | T880 | 2024 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Peterbilt 357 Flat Truck | Peterbilt | 357 | 2007 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2016 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2007 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2007 |
| Peterbilt 367 Boom Truck | Peterbilt | 367 | 2011 |
| Kenworth T800 Tri Axle Tractor | Kenworth | T800 | 2009 |
| Kenworth T800 Tri-Axle Tractor | Kenworth | T800 | 2014 |
| Kenworth T800 Tri Axle Tractor | Kenworth | T800 | 2024 |
| Peterbilt 367 VAC Truck | Peterbilt | 367 / HV55 | 2020 |
| Peterbilt 348 Vac Truck | Peterbilt | 348 / VHX42 | 2022 |
| Mack R7W Tractor | Mack | R7W | 1993 |
| Kenworth T880 Tractor | Kenworth | T880 | 2019 |
| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |

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| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |
| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2018 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2020 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Load Rite 5 STARR Aluminum Tandem | Load Rite | 5S- | 2019 |
| Continental CTA3517B-17000 Boat Trailer | Continental | CTA3517B-17000 | 2019 |
| EZ Load Boat Trailer | EZ Load | EZ Load | 2008 |
| AmeraTrail AS2224TMB Boat Trailer | AmeraTrail | AS2224TMB | 2018 |
| Big Tex 7x16 Utility Trailer with Sides | Big Tex | 7x16 Utility + sides | 2020 |
| Trail King TK40LP Tagalong Trailer | Trail King | TK40LP | 2018 |
| Trail King TK40LP Tag Trailer | Trail King | TK40LP | 2021 |
| Sullair Compressor 185CFM | Sullair | 185 | |
| Sullair Compressor 185CFM | Sullair | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | 2006 |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Gatormade 25+5 Elite Gooseneck Trailer | Gatormade | 25+5 Elite Gooseneck | 2025 |
| Loadstar 75/60Ton Lowbed Trailer | Loadstar | 75/60Ton | 2023 |
| Loadstar Pin on Axle | Loadstar | Pin on | 2023 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Lowbed 55 Ton Trailer | Fontaine | Magnitude TL55 | 2012 |
| Loadstar Flip Axel | Loadstar | | 2025 |
| Transcraft DTL3000 Flatbed Trailer | Transcraft | DTL3000 | 2012 |
| Transcraft EDTL3000 Extendable Flatbed | Transcraft | EDTL3000 | 2012 |
| XL Specialized 48' Double Drop Detach | XL Specialized | Double Drop Detach | 2018 |
| Flatbed Trailer | Dorsey | Pipe Trailer 40 foot | 1998 |

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|---|---|---|---|
| Flatbed Trailer-Roller Trailer | Cam Superline | 3CAM612TT | 1998 |
| Pace America Work Sport Box Trailer | Pace America | Work Sport Box | 2001 |
| Pace America Work Sport Box Trailer | Pace America | Work Sport Box | 2001 |
| Kaufman Trailer | Kaufman | FP-7K-35D | 2015 |
| 2003 Hauli | | | 2003 |
| Fontaine 48' Drop Deck WSA Trailer | Fontaine | 48' Drop Deck | 2023 |
| Great Dane 53' Drop Deck Trailer | Great Dane | 53' Drop Deck | 2019 |
| Trail King Low Bed Trailer | Trail King | TK120HDG | 2010 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Trail King Flip Axle | Trail King | | 2010 |
| Superior M80 Lowbed Trailer | Superior | M80 | 2012 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| Superior J65 Lowbed Jeep | Superior | J65 | 2012 |
| Jeep Axle | Superior | Jeep Axle | 2011 |
| Flip Axle | Superior | Flip Axle | 2012 |
| Flip Axle w/Lights | Superior | Flip Axle | 2012 |
| Fontaine Double Drop Lowboy Trailer | Fontaine | Double Drop | 2008 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Ditch Witch HX50-800G Vac Trailer | Ditch Witch | HXS0 | 2023 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |

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| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Fontaine Flatbed Trailer | Fontain | FTW-5-8048SL | 1998 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2016 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2018 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2018 |
| Hino L6 Utility Truck | Hino | L6 | 2025 |
| 4300 International Water Truck | International | 4300 | 2018 |
| Doosan Generator 450KW | Doosan | G450WCU | 2014 |
| Doosan G125WCU-3Q-T4i Portable | Doosan | G125WCU-3Q-T4i | 2015 |
| Kenworth T480 4,000 Gallon Water Truck | Kenworth/Curry Supp. | T480 | 2024 |
| Kenworth T480 4,000 Gallon Water Truck | Kenworth | T480 | 2024 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2024 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2024 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2023 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2023 |
| Hino 258ALP Service Truck | Hino | 258ALP | 2020 |
| Kenworth T370 Hook Truck | Kenworth | T370 | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Service Truck | Hino | 258ALP | 2020 |
| Ford F550 Compressor Truck | Ford | F550 | 2011 |
| Hino Utility Truck | Hino | 258ALP | 2014 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2015 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2014 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |

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| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Mack 18' TMA4 Attenuator Truck | Mack | TMA4 | 2024 |
| Mack 18' TMA4 Attenuator Truck | Mack | TMA4 | 2024 |
| Freightliner15' TMA3 Attenuator Truck | Freightliner | TMA3 | 2024 |
| Freightliner15' TMA3 Attenuator Truck | Freightliner | TMA3 | 2024 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Chevrolet Express G4500 Rack Truck | Chevrolet | G4500 | 2009 |
| International 4200 Flatbed Dump | International | 4200SBA | 2010 |
| Chevrolet Express G4500 Flatbed Dump | Chevrolet | G4500 | 2009 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |

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| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Ford F550 Flatbed with Gooseneck Hitch | Ford | F550 | 2015 |
| Ford F550 XL Supercab 4x2 Rack Truck | Ford | F550 | 2023 |
| Ford F550 XL Supercab 4x4 Rack Truck | Ford | F550 | 2023 |
| Hino L6 Rack Truck | Hino | L6 | 2025 |
| Ford F550 Flatbed with Gooseneck Hitch | Ford | F550 | 2015 |
| Ford F550 Flatbed with Gooseneck Hitch - | Ford | F550 | 2015 |
| Ford F550 Service Truck | Ford | F550 | 2015 |
| Kenworth T370 Service Truck | Kenworth | T370 Dominator II | 2018 |
| Hino 258ALP Service Truck | Hino | 258ALP Dominator I | 2019 |
| Kenworth T370 Service Truck | Kenworth | T370 | 2020 |
| Chevrolet 5500HD Rack Truck | Chevrolet | 5500HD | 2019 |
| Ford E450 Box Truck w/ Airman PDS185 | Ford | E450 | 2013 |
| Ford F550 Rack Body | Ford | F550 | 2012 |
| Ford F650 Flatbed Dump | Ford | F650 | 2005 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2022 |
| Chevrolet Silverado 3500HD Crew Cab | Chevrolet | 3500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2024 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2024 |
| Ford F-550 Crew Cab with Utility Body | Ford | F-550 | 2024 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Ford F550 Welding Truck | Ford | F550 | 2007 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Ford F650 Flatbed Dump | Ford | F650 | 2005 |
| Ford F650 Flatbed W/ Water Tank | Ford | F650 | 2005 |
| Faro 3D Scanner | Faro | Focus 3D-X330 | 2014 |
| Faro 3D Scanner | Faro | Focus 3D-X330 | 2014 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F250 XL Super Duty Crew Cab 4x4 | Ford | F250 | 2018 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Regular Cab | Chevrolet | 1500 | 2021 |

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| Chevrolet Silverado 1500 Regular Cab | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2021 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2021 |
| Chevrolet Pickup 1500 Double Cab 4WD | Chevrolet | 1500 | 2019 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD LTZ | 2022 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Toyota Tundra SR Double Cab Long Bed | Toyota | Tundra SR | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD High Country | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD High Country | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2018 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |

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| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Tahoe Z71 | Choverolet | Tahoe Z71 | 2022 |
| Chevrolet Silverado 1500 Double Cab | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 1500 Double Cab | Chevrolet | 1500 | 2023 |
| Chevrolet Suburban 4WD Z71 | Chevrolet | Z71 | 2022 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 | 2018 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Ford F150 Limited | Ford | F150 Limited | 2017 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet 2500 Express Cargo Van | Chevrolet | 2500 | 2023 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Cheverolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Ford Transit 350 High Roof Extended | Ford | Transit 350 HR EXT | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |

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| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2018 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2019 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2019 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2018 |
| Ford E250 Van | Ford | E250 | 2011 |
| Ford E250 Van | Ford | E250 | 2007 |
| Ford F250 Superduty Crew Cab XL | Ford | F250 | 2019 |
| Ford F250 Superduty Crew Cab XL | Ford | F250 | 2019 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2020 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2019 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2019 |
| Ford E350 Van | Ford | E350 | 2012 |
| Ford F250 Pick Up | Ford | F250 | 2004 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2018 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 LTZ | 2019 |
| Ford F250 Pick Up | Ford | F250 | 2012 |

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| Ford F150 Pick Up | Ford | F150 | 2012 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F150 SuperCrew Cab XLT | Ford | F150 | 2018 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 | 2018 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford E250 Van | Ford | E250 | 2013 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford F150 SuperCrew Cab XLT | Ford | F150 | 2018 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2017 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2019 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Weber MT CR 7 HD Reversible Soil | Weber Mach. Tech. | CR 7 HD | 2011 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Colorado Extended Cab 4WD | Chevrolet | Colorado | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2015 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2016 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2016 |
| Chevrolet Pickup 1500 Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet 1500 WT Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet Pickup 1500 Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |

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| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Containment Solutions 280 Gallon Double- | Containment Solution | 61-LCAA1280DS000 | 2004 |
| Falcon MI10259 4 Ton Asphalt Trailer | Falcon | MI10259 | 2014 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| MMD Airman SDG25S 25kva Generator | MMD | SDG25S | 2010 |
| Tecniwell Diesel Grout Mixing Plant | Tecniwell | TWMG57/D | 2017 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2018 |
| Tecniwell Diesel Grout Mixing Plant | Tecniwell | TWMG57/D | 2016 |
| Godwin 6" Jet Pump | Godwin | HL5MS | 2004 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Yangming Marine | 460-DCC26-1 | 1983 |
| 8' x 20' Ground Level Storage Container | Textainer Group | FI 068-11 | 1996 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind | ECC10-03RW | 1988 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind. | ECC10-03RW | 1988 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind. | ECC10-03RW | 1989 |
| 8' x 10' Ground Level Storage Container | Qingdao CIMC Cont. | 1CC-084GC20 | 2003 |
| 8' x 20' Ground Level Storage Container | P.T. Asia Perintis | APC-1CC-1035A | 1992 |
| 8' x 20' "Shanty" Container w/ Swing | Unikon International | ST2066 | 1991 |
| 8' x 20' Ground Level Storage Container | Bangkok Cont. Ind. | BCD 5-2 | 1990 |
| 8' x 20' Ground Level Storage Container | Boyang Shipping Co | HSM-2112-R | 1988 |
| 8' x 10' Ground Level Storage Container | Dalian Jindo Cont Co | JS-D44TO-B | 1995 |
| 8' x 10' Ground Level Storage Container | UKN | UKN | UKN |
| 8' x 20' Ground Level Storage Container | Kawasaki Heavy Ind. | KCD36 | 1984 |
| 8' x 20' Ground Level Storage Container | Hung Myung Ind. Co. | HO-1044-04 | UKN |
| 8' x 20' Ground Level Storage Container | UKN | UKN | UKN |
| 8' x 10' Ground Level Storage Container | Kawasaki Kisen Kaish | 1CC-094GC20 | 2000 |
| 8' x 10' Ground Level Storage Container | Morteo Soprefini | CDS.89/V.1 | 1990 |
| 8' x 20' Ground Level Storage Container | Union Container Ind. | DCC-547B-P | 1989 |
| 8' x 20' "Shanty" Container w/ Swing | Korea Container | KCC-20GP-1110 | 1993 |
| 8' x 20' Ground Level Storage Container | CIMC | 182A22 | 2006 |
| 8' x 20' Ground Level Storage Container | Shanghai Hyundai | HP-1CC 530R1 | 1995 |

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| 8' x 20' Ground Level Storage Container | Guangdong Hyundai | HP-1CC-1331 | 2001 |
| 8' x 20' Ground Level Storage Container | Dalian Cont. Mfg Co. | 1CC-DC20-8C | 1996 |
| 8' x 10' Ground Level Storage Container | TBD | TBD | TBD |
| 8' x 10' Ground Level Storage Container | ZhangZhau CIMC Cont. | CB22-30-02 | 2012 |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 10' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | Union Container | DCC-505B-S | 1983 |
| 8' x 20' Ground Level Storage Container | Union Container | Union | 1983 |
| Hydraulic Breaker BXR100 | Breaker Technology | BXR100 | 2014 |
| Ironmaster Rebar Bender | Ironmaster | PG4 | 2014 |
| Multiquip Generator 60-200KW | Multiquip | DCA-220SSJ | |
| Pendrill Grout Plant PD1011 | Pendrill | PD1011 | 2014 |
| Rusmar PFU800/25 | Rusmar | PFU800/25 | 2012 |
| MTBM AVN 1200TB M-1562M | Herrenknecht | 1200TB M-1562M | 2011 |
| MTBM AVN 800XC M-2965M | Herrenknecht | 800XC M-2965M | 2024 |
| MTBM AVN 800XC M-2965M | Herrenknecht | 800XC M-2965M | 2024 |
| Comacchio MC8DHT Hydraulic Crawler | Comacchio | MC8DHT | 2020 |
| Comacchio MC28HD Hydraulic Crawler | Comacchio | MC28HD | 2017 |
| Comacchio MC24HT Hydraulic Crawler | Comacchio | MC24HT | 2016 |
| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2018 |
| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2017 |
| Montabert 501 NG 2,000 ft-lb Med | Montabert | 501 NG | 2016 |
| CAT XQ100N Generator | Caterpillar | XQ100N | 2012 |
| Ironmaster Bar Bender | Ironmaster | PG4 | 2000 |
| Doosan Generator G70 | Doosan | G70 | 2012 |
| CAT D349 Generator 775kW 480V | Caterpillar | D349 | 1980 |
| Rototilt Grapple | Indexator | SG502S | 2012 |
| Godwin Dri-Prime HL80M Diesel Pump 3" | Godwin | HL80M | 2015 |
| Rototilt RT60 | Rototilt | RT60 | 2011 |
| Ice Drill EX- 25 | Ice | EX25 | 2011 |
| Bauer RTG RG-19T Piling Rig | RTG | RG19-T | 2021 |
| Rototilt RT80 | Rototilt | RT80 | 2010 |

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| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2018 |
| McMillen Auger Drive (CAT 318) | McMillen | 3550 | 1994 |
| Belgrade 300 Low Profile Silo | Belgrade | 300 BBL | |
| CAT Hydraulic Hammer H120S | Caterpillar | H120S | 2001 |
| Griffin Wellpoint Pump 8 WPRD | Griffin | 8WPRD | 2004 |
| ID HP3000 Rock Hammer | ID | HP3000 | 2008 |
| Amida Light Tower | Amida | AL40000 | |
| Multiquip Concrete Mixer | Multiquip | MC-94 | |
| Scheltzke RS 3000-HY Holding Tank - | Scheltzke | RS 3000-HY | 2016 |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| ABI Mobilram TM 14/17V | ABI | TM 14/17V | 2008 |
| ABI Vibratory Hammer 14 17V | ABI | MRZV18VS | 2007 |
| HEMH12 w/ TEI1000 10" Breaker | TEI | HEMH12 | 2020 |
| ABI Doub Case Clamp (24"-48") | ABI | | 2007 |
| ABI Doub Case Clamp (18"-48") | ABI | 20" OD 19" ID | 2007 |
| Rusmar PFU800/40 | Rusmar | PFU80040 / | 2008 |
| APE VM 250 Variable Moment | APE | VM 250 | 2007 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ2400 | 2021 |
| APE Doub Cass Clamp 24"-48" | APE | | 2007 |
| Truck Wheelwash | Rhino | | |
| Rusmar PFU400/25 | Rusmar | PFU40025 | |
| Titan Truck Scale 70'x10 2 sec | Titan | 100K | 2006 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ1200 | 2013 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ2400 | 2013 |
| Various Trimble Equipment | | | |
| Light Tower | | | |
| CAT BA30 Hydraulic Angle Broom - 36" | Caterpillar | BA30 | 2016 |
| CAT BA30 Hydraulic Angle Broom - 36" | Caterpillar | BA30 | 2016 |
| Astec 300TPH Portable Asphalt Plant | Astec Industries | 300TPH | 2024 |
| GAR-BRO 1 yd. Lightweight Laydown | GAR-BRO | L Series | |
| GAR-BRO 2 yd. "Combo" Bucket w/ | GAR-BRO | 4958 | 2016 |
| GAR-BRO 2 yd. "Combo" Bucket w/ | GAR-BRO | 4958 | 2016 |

| | | | |
|---|---|---|---|
| GAR-BRO 1/3 yd. Lightweight Round- | GAR-BRO | 410-R | 2016 |
| GAR-BRO 1 yd. Lightweight Laydown | GAR-BRO | 436-L | 2016 |
| 300 Watt Reomte Power System - Kit | Mr Solar | 300 Watt - Custom | |
| Custom 80 Watt Remote Power System | Mr Solar | 80 Watt - Custom | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| CAT Plant Generator | Caterpillar | D399 | |
| EZ-HD08 Heavy Duty Double Cylinder | EZ SPOT UR | EZ-HD08 | 2016 |
| EZ-HD08 Heavy Duty Double Cylinder | EZ SPOT UR | EZ-HD08 | 2016 |
| Montabert 501 NG 2,000 ft-lb Med | Montabert | 501 NG | 2016 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2016 |
| Montabert V4500 13,000 ft-lb 2-Speed | Montabert | V4500 | 2011 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2016 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2016 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2016 |
| Montabert SC-16 350 ft-lb Compact | Montabert | SC-16 | 2015 |
| Montabert SC-36 1,000 ft-lb Compact | Montabert | SC-36 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2017 |
| Montabert V46 7,500 ft-lb Variable Speed | Montabert | V46 | 2017 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2018 |
| Montabert SC-28 750 ft-lb Compact | Montabert | SC-28 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2018 |
| Montabert SC-50 1,500 ft-lb Compact | Montabert | SC-50 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2017 |
| Montabert SC-28 750 ft-lb Compact | Montabert | SC-28 | 2018 |
| Montabert SC-36 1,000 ft-lb Compact | Montabert | SC-36 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2018 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2019 |
| Range Rover Sport HSE | Land Rover | Range Rover Sport | 2021 |

| | | | |
|---|---|---|---|
| Allmand Night-Lite Pro II Light Tower | Allmand | Night-Lite Pro II | |
| Mechanic's Service Truck | | | |
| Mechanic's Service Truck | Chevrolet | 3500HD | 2023 |
| Dodge Sprinter | Dodge | Sprinter 170 | 2009 |
| Ford Explorer XLT | Ford | Explorer | 2017 |
| Cadillac Escalade Premium Luxury | Cadillac | Escalade Premium Lux | 2021 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Tahoe Premier 4WD | Chevrolet | Tahoe | 2023 |
| Ford F150 SuperCrew Limited | Ford | F150 | 2023 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2024 |
| Wanco WTMMB Message Board | Wanco | WTMMBC | 2020 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP G2 Portable | Ver-Mac | PCMS-1500LP G2 | 2019 |
| Ver-Mac PCMS-1500LP G2 Portable | Ver-Mac | PCMS-1500LP G2 | 2019 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2019 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2019 |
| Ver-Mac PVMS-1500C Pro Portable | Ver-Mac | PVMS-1500C Pro | 2020 |
| Ver-Mac PVMS-1500C Pro Portable | Ver-Mac | PVMS-1500C Pro | 2020 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2022 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2022 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac CT-2430 Camera Trailer | Ver-Mac | CT-2430 | 2023 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wacker Neuson Plate Tamper | Wacker Neuson | DPU5545HE | 2021 |
| Wacker Neuson Plate Tamper | Wacker Neuson | DPU5545HE | 2021 |
| Core Cut 36" Walk Behind Road Saw | Diamond Products | CC6571D-36 | 2021 |

| | | | |
|---|---|---|---|
| Multiquip 26" Double Drum Walk Behind | Multiquip | MRH800GS2 | 2022 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2024 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 430 | Caterpillar | 430 | 2023 |
| CAT Backhoe Loader 430 | Caterpillar | 430 | 2024 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 430-07ST | Caterpillar | 430 | 2024 |
| CAT Backhoe Loader 430-07 | Caterpillar | 430 | 2024 |
| Mavic 3 Enterprise Drone | DJI | Mavic 3 | 2024 |
| Allen AT14S Tracked Concrete Buggie | Allen | AT14S | 2019 |
| Multiquip Mayco C30HDGA 2" Grout | Multiquip | C30HDGA | |
| CP5250 Central 480V w/ Recycle Dust | C&W | CP5250 | 2024 |
| J & C Suppliers 6x12SA Enclosed Trailer | J & C Suppliers | 6x12SA | 2024 |
| Titanium Cargo Trailers 6x12SA Enclosed | Titanium Cargo | 6x12SA | 2024 |
| Seed Cargo 7x14A2 Enclosed Trailer | Seed Cargo | 7x14A2 | 2025 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| Texas Pride Trailers 14K Dump Trailer | Texas Pride Trailers | 14K Dump Trailer | 2024 |
| CargoMate 7' x 14' V-Nose Enclosed | CargoMate | | 2023 |
| Ranch King 12' Utility Trailer | Ranch King | | 2023 |
| Ranch King 16' Utility Trailer | Ranch King | | 2023 |
| Ranch King 10' Utility Trailer | Ranch King | | 2023 |
| Stallion 12' Enclosed Trailer | Stallion | | 2023 |
| Stallion 14' Cargo Trailer | Stallion MFG | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| Direct 53' Stepdeck Trailer | Direct | 53' Step Deck | 2016 |
| Ironbull 24' Flat Deck Utility Trailer | Norstar Trailers | | 2024 |

| | | | |
|---|---|---|---|
| Diamond 14' Cargo Trailer | Diamond Cargo | | 2023 |
| Interstate Deckover 14k Trailer | Interstate | Deckover | 2024 |
| C&M 14k Flat Deck Trailer | C&M | | 2023 |
| 8' x 10' Ground Level Storage Container | CIMC-NSSC | 1AA-188B42G1G | 2003 |
| 8' x 10' Ground Level Storage Container | Qingado Container Co | | 2002 |
| Scheltzke RS 3000-HY Holding Tank | Scheltzke | RS 3000-HY | 2014 |
| NPT120 12,000 Gallon Water Tower | NPT | NPT120 | 2024 |
| NPT120 12,000 Gallon Water Tower | NPT | NPT120 | 2024 |
| Montabert V46SHD Hydraulic Breaker | Montabert | V46SHD | 2017 |
| Montabert SC-28 Hydraulic Breaker | Montabert | SC-28 | 2020 |
| Montabert SC-36 Hydraulic Breaker | Montabert | SC-36 | 2020 |
| Wanco WALi6K Light Tower | Wanco | WLTT-GMM | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT Light Tower | Wanco | WLTT | 2021 |
| Wanco WLTT Light Tower | Wanco | WLTT | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Ford Escape Titanium AWD (Magnetic | Ford | Escape | 2020 |
| Ford Escape Titanium AWD (White) | Ford | Escape | 2020 |
| 72"x120" HR Steel Road Plate (40) | Eddie Kane Steel | 6x10 | |
| 72"x144" HR Steel Road Plate (10) | Eddie Kane Steel | 6x12 | |
| Comacchio R2400 Rotary Head | R2400 | Comacchio | |
| CT36 Rotary Head | | | |
| R2400S Rotary Head | Comacchio | R2400S | |
| EuroDrill HD8021 Rotary Head | EuroDrill | HD8021 | |
| Bauer DKS 50/100 Dual Rotary Head | Bauer | DKS 50/100 | 2022 |
| Comacchio RH5500 Rotary Head | Comacchio | RH5500 | |
| Comacchio R5500 Rotary Head | Comacchio | R5500 | |
| EuroDrill HD8021 Rotary Head | EuroDrill | HD8021 | 2011 |
| Comacchio R2400S Rotary Head | Comacchio | R2400S | |

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12. In what manner have you inspected this proposed work?

Explain in detail.

Our representative inspected the job site of proposed work and carefully reviewed the plans and specifications.

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Explain your plan and lay-out for performing the proposed work.

Posillico will provide and submit our plan and layout for performing this project in a timely and effecient manner.

13. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Chuck Forte, Jr.

14. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|
| Please see the attached | | | |

Posillico
We know how.

# CHARLES A. FORTE, JR.

**Posillico Civil, Inc.**
**Vice President, Paving Division Manager**

**Total Years of Experience**
27

**Years of Experience as Vice President, Paving Division Manager**
9

**Education**
BS Business Administration, Ohio State University, 1993

**Training**
OSHA 40 HR. HAZWOPER

OSHA 8 HR. Refresher

OSHA 30 HR

Annual H & S Review for Managers

Confined Space Safety

MTA/LIRR Roadway Protection Training

Excavation Competent Person Certification

G.H.S./Haz-Com Awareness Training

Asbestos Awareness Training

Pre-Task Planning Initiative

1 Call/Mark Out/811

Medically Cleared and Fit Tested for use of Respirator

AED/CPR

New Hire Orientation "Train the Trainer"

Office Hazard Awareness Training

**Vice President, Paving Division Manager, 2011-Present**

Mr. Forte is responsible for developing business plans for the paving division and soliciting new customers. He is currently bidding $275 million worth of paving work and has completed $75 million worth of paving work per year.

**Vice President, Director of Field Operations, 2002-2011**

Mr. Forte's responsibilities included the coordinated scheduling of over 250 union employees daily. He oversaw multiple job sites and assisted job scheduling with the project manager. In addition, he tracked job costs on all projects, managed equipment for all job sites, coordinated subcontractors and enforced company safety policies.

**Posillico Project Experience**

**Nassau County Phase 77, Resurfacing Various County Roads; Nassau County, NY; $13.4 Million; 06/2019-10/2019; Division Manager:** Completed this project in under 90 days to achieve an incentive on the job to finish early. Developed project schedules, and weekly meetings to coordinate subcontractors on job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving. Communicated with a citizen group to keep them informed of project. Owner: NCDPW.

**NYIT Stormwater Project; Old Westbury, NY; $4.5 Million; 07/2019-09/2019; Division Manager:** Installation of a storm trap system on the grounds of NYIT, rehabilitated parking lot. Coordinated with the administration for scheduling and completed project prior to students return to campus. Owner: NYIT.

**NYSDOT Reconstruction of Route 24; Nassau County, NY; $9.6 Million; Project Superintendent:** Supervised labor, equipment, subcontractors, and ordering of materials for the installation of drainage, curbs, sidewalks, milling, paving, and 18 intersections with new signal equipment. Coordinated the installation of over 25,000 linear feet of telephone conduit, and 16 telephone maintenance holes for Verizon, along the median of Route 24. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**MTA/LIRR Parking Lot Improvements; $2.4 Million; 03/2000-12/2000; Project Superintendent:** Coordinated improvements at four LIRR parking lots. Supervised and oversaw various subcontractors at all separate locations. Developed a project schedule, and weekly meetings with LIRR and a citizen group. Owner: MTA LIRR.

**NYSDOT Reconstruction of Route 25A; $6.3 Million; 04/1999-11/1999; Project Superintendent:** Developed project schedules, and weekly meetings to coordinate subcontractors on the job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving, and a precast concrete box culvert. Communicated with a citizen group to keep them informed of project. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**NYSDOT Reconstruction of Route 107; $5 Million; 05/1998-03/1999; Project Superintendent:** Joint venture with Scalamandre Construction. Supervised the

installation of 5,000+ linear feet of concrete median barrier, scheduled and coordinated excavation and concrete for over 1,500 cubic yards of calcium chloride patches. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**Expansion of LIE HOV Lanes Exits 46-49; Nassau County, NY; 09/1995-05/1998; Assistant Superintendent:** Assisted in day-to-day scheduling of bridge demolition, pouring of new bridges, noise wall installation and other aspects of highway construction. Coordinated with NYSDOT and NCPD over various bridge demolitions over the LIE on weekends.

**Requirements Contract for Sanitary Sewers; 03/1994-09/1995; Assistant Superintendent:** Directed several crews in the replacement of existing sewers and oversaw the installation of a complex dewatering system.

# International Union of Operating Engineers

LOCAL UNIONS 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

NASSAU & SUFFOLK COUNTIES
137 Gazza Blvd, Farmingdale, N.Y. 11735

**JOHN DUFFY**
**BUSINESS MANAGER & TREASURER**

| WILLIAM K. DUFFY, JR. | JOHN J. DUFFY | ANTHONY MALIZIA | STEPHEN BARNETT |
|---|---|---|---|
| President | Vice President | Recording Corresponding Secretary | Financial Secretary |


**February 4, 2026**

**Nassau County, New York**
**Department of Public Works**

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
**Posillico Civil**

**Project: South Shore WRF Aeration Blower Facility**
**Contract No. S3512-06G**

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Posillico Civil,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

**FUND ADMINISTRATOR**
ANNALISA C. DEFALCO, ESQ.

**TRAINING DIRECTOR**
DENNIS J. FEENEY

**BOARD OF TRUSTEES**
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

January 29, 2026

Owner : Nassau County Department of Public Works
Description : South Shore WRF Aeration Blower Facility

Contract # : S35121-06G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered and approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsored by the Road and Heavy Construction Laborers' Union Local No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further confirm that Posillico Civil Inc. is a current signatory to the CBA with the Union for the period June 1, 2022, through May 31, 2026.

Any additional questions should be directed at my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

**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**
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd, Suite 700
Uniondale NY 11553

CONTACT NAME: Greggory Lettini
PHONE (A/C, No, Ext): 516-414-8278 FAX (A/C, No):
E-MAIL ADDRESS: greggory.lettini@alliant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Starr Indemnity & Liability Co | 38318 |
| INSURER B : Liberty Insurance Corporation | 42404 |
| INSURER C : LM Insurance Corporation | 33600 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** POSICIV-01
Posillico Civil, Inc.
1750 New Highway
Farmingdale NY 11735

**COVERAGES** **CERTIFICATE NUMBER** [redacted] **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 300,000<br>$ 10,000<br>$ 3,000,000<br>$ 6,000,000<br>$ 6,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | [redacted] | 4/1/2025 | 4/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

Evidence of Coverage

**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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The ACORD name and logo are registered marks of ACORD

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15. 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.

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## GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Bidder: Posillico Civil, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.:

Federal ID No: [redacted]

Municipal License ID Number:

Municipal Licensing Agency:

By: _____ Date: 2/23/26
(Signature of Individual, Partner or Corporate Officer)

(Print): Michael J. Trotta Title: Vice President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary
Michael J. Posillico

(CORPORATE)
(SEAL)

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## 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 )

) ss.:

COUNTY OF )

_____Being duly sworn, deposes and says: That he/she 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 )

) ss.:

COUNTY OF )

_____Being duly sworn, deposes and says: That he/she is a member of _____, the firm described in and which executed the foregoing Bid; that he/she 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

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PROPOSAL

**GENERAL CONSTRUCTION**
**(Form of Affidavit where Bidder is a CORPORATION)**

STATE OF New York )

) ss.:

COUNTY OF Suffolk )

Michael J. Trotta Being duly sworn, deposes and says: That he/she resides at [redacted], that he/she is the Vice President of the corporation described in and which executed the foregoing instrument; that he/she 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/she affixed his name thereto by like order; and that he/she has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me

This 23 day of February 20 26.

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
My Commission Expires 5/10/20 27

MINDY RUBENSTEIN
PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
Commission Expires 5/10/20 27

Mindy Rubenstein
Notary Public

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# 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:** 2/23/26

**Signature:**

**Name:** Michael J. Trotta

**Title:** Vice President

**Contractor Name:** Posillico Civil, Inc.

**Contractor Address:** 1750 New Highway, Farmingdale, NY 11735

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## 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: |
|---|---|---|---|
| Posillico<br>1750 New Highway<br>Farmingdale, NY 11735<br>Federal ID No.: [redacted] | South Shore Aeration | 3-3-26 | |

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. |
|---|---|---|---|---|---|
| JDP Mechanical<br>24-39 44th St<br>Federal ID No. Astoria, NY | ☐ | ☑ | ☐ | HVAC | $ 2,511,000 |
| JVR Electric<br>160 Gary Way<br>Federal ID No. Ronkonkoma, NY | ☐ | ☐ | ☑ | Electrical | $ 141,750,000 |
| 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: Purchasing Manager Date: 3-3-26

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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: Posillico Civil, Inc.

Contract Title: South Shore WRF Aeration Blower Facility

Contract Number: S35121-06G

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

2/23/26
Date

Michael J. Trotta, Vice President
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

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**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN**

## Part 1- General Information:

| | |
|---|---|
| Consultant/Contractor Name: | Posillico |
| Address (street/city/state/zip code): | 1750 New Highway Farmingdale, NY 11735 |
| Authorized Representative (name/title): | Christopher Mauro Purchasing Manager |
| Authorized Signature: | |
| Contract Number: | S35121-06G |
| Contract/Project Name: | South shore Aeration |
| Contract/Project Description: | South shore Aeration |

## Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | 100 M | | |
| Total DBE Dollar Amount | 50,000 | DBE Contract Percentage | .05 % |
| Total MBE Dollar Amount | 480,000 | MBE Contract Percentage | .48 % |
| Total WBE Dollar Amount | 15,380,000 | WBE Contract Percentage | 15.38 |
| Total SDVOB Dollar Amount | 0 | SDVOB Contract Percentage | 0 |
| Total Combined M/WBE/SDVOB Dollar Amount | 15,910,000 | Combined M/WBE/SDVOB Contract Percentage | 15.91 % |

**Part 3- DBE Information (use additional blank sheets as necessary):**

| DBE Firm | Description of Work (DBE) | Projected DBE Contract Amount ($) and Award Date | DBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: Dived Concrete<br>Address: PO Box 1179<br>City: Ronkonkoma<br>State/Zip Code: NY 11779<br>Authorized Representative: Steve<br>Telephone No. 631-588-4404 | CurB | Amount ($): 50,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 4- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: John Martinez<br>Address: 112 Florida St<br>City: Farmingdale<br>State/Zip Code: NJ 11735<br>Authorized Representative: Joe Sullo<br>Telephone No. 631-414-8378 | Trucking | Amount ($): $300,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: PCS Pump<br>Address: 39 Plymouth St<br>City: Fairfield<br>State/Zip Code: NJ 07004<br>Authorized Representative: Pete Tuboo<br>Telephone No. 973-575-7464 | Instruments | Amount ($): $180,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 5- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name: Bohemia Gordon<br>Address: 321 Dayle Court<br>City: Holbrook<br>State/Zip Code: NY 11741<br>Authorized Representative: Donna DeFeo<br>Telephone No. 631-580-3140 | Topsoil + Seed | Amount ($): $30,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: International Asbestos Removal<br>Address: 119 Cooper St<br>City: Babylon<br>State/Zip Code: NY 11702<br>Authorized Representative: John<br>Telephone No. 631-335-0804 | Pipe Insulation | Amount ($): $600,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: JVR Electric<br>Address: 160 Gary Way<br>City: Ronkonkoma<br>State/Zip Code: NY 11779<br>Authorized Representative:<br>Telephone No. | Electrical | Amount ($): 14,750,000<br>Award Date: | Start Date:<br>Completion Date: |

**Part 6- SDVOB Information (use additional blank sheets as necessary):**

| SDVOB | Description of Work (SDVOB) | Projected SDVOB Contract Amount ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

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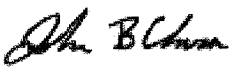
BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

# NASSAU COUNTY

# Vendor Code of Ethics

| POLICY/PROCEDURE TITLE:<br>Nassau County Vendor Code of Ethics | DATE ISSUED:<br>June 5th, 2019 |
|---|---|
| DEPARTMENT ISSUING:<br>Executive – Compliance | AUTHORIZED and SIGNED BY:<br>  <br>Deputy County Executive<br>For Compliance<br> <br>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.

**CERTIFICATION REGARDING**
**DISTRIBUTION OF**
**NASSAU COUNTY VENDOR CODE OF**
**ETHICS**

Bid/Proposal No.: _____

Project Description: _____

The prospective lower tier participant _____(subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to_____[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_____day of_____, 20____.

By _____Signature of Authorized Official

_____ Name and Title of Authorized Official

# PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Posillico Civil, Inc.

Bid/Proposal No.: S35121-06G

I, Michael J. Trotta, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 2/23/26 and that I understand it and will comply with this Code in my participation in procurements between Posillico Civil, Inc. (Vendor name) and Nassau County.

Executed this 23 day of February, 20 26.

By _____ Signature of Employee

Michael J. Trotta, Vice President Name and Title of Employee

BRUCE BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER OF PUBLIC WORKS

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

# ADDENDUM NO. 1

**February 6, 2026**

## SOUTH SHORE WRF
## AERATION BLOWER FACILITY
## CAPITAL PROJECT S35121

## CONTRACT NO. S35121-06G - GENERAL CONSTRUCTION

Addendum No. 1 consisting of **28 pages,** is hereby made part of the Contract Documents for Contract S35121-06G. Please note the following additions and changes to the Contract Documents; submit bids and be otherwise governed accordingly.

**THE BID DATE REMAINS THE SAME**
**Tuesday, February 24, 2026, at 10:30 am**

## QUESTIONS

**1.** Q: Please request Aluminum Sunshade Spec.
A: Sunshade specs is included in Section "08441 – Glazed Aluminum Curtain Walls".

**2.** Q: Please advise Mesh Specs at Door type D4, on South Shore Aeration.
A: Metal Mesh in Door Type D4 shall match that provided in the Curtain Wall. Refer to Specification Section – "08441 – Aluminum Glazed Curtain Walls".

**3.** Q: What specific panel style were you looking for? The vendor has 9 to choose from. Most common are Metal Batten, Elite Batten, Commercial PBR, Elite Rib, and Parallel Rib.
A: Insulated Metal Panel style is indicated in Specification Section "07461 – Performed Metal Siding" with basis of design panels listed. Exterior panels to have a smooth texture.

**4.** Q: Contract Drawings call out new access hatches to be installed inside the new Aeration Blower Facility and for the new DO and NH3/NO3 probes at the Aeration Tanks. Specification 08311 calls out for Fire-Rated Access Doors and Frames and Airtight/Watertight Access Doors and Frames. Please confirm which of the new

BRUCE BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER OF PUBLIC WORKS

COUNTY OF NASSAU
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WESTBURY, NEW YORK 11590 - 2723

# ADDENDUM NO. 2

**February 13, 2026**

## SOUTH SHORE WRF
## AERATION BLOWER FACILITY
## CAPITAL PROJECT S35121-06

## CONTRACT NO. S35121-06G - GENERAL CONSTRUCTION

Addendum No. 2 consisting of **4 pages** is hereby made part of the Contract Documents for Contract S35121-06G. Please note the following additions and changes to the Contract Documents; submit bids and be otherwise governed accordingly.

**THE BID DATE IS TO BE EXTENDED TO**
**Tuesday, March 3, 2026, at 10:30 am**

**PROJECT MANUAL**

A. Notice to Bidders
   1. The date bids are due has changed from February 24, 2026 to March 3, 2026.
   2. See attached Supplemental Notice to Bidders

**PROJECT DRAWINGS**

NONE

****** END OF ADDENDUM ******

BRUCE BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER OF PUBLIC WORKS

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

# ADDENDUM NO. 3

**February 20, 2026**

## SOUTH SHORE WRF
## AERATION BLOWER FACILITY
## CAPITAL PROJECT S35121-06

## CONTRACT NO. S35121-06G - GENERAL CONSTRUCTION

Addendum No. 3 consisting of **57 pages** is hereby made part of the Contract Documents for Contract S35121-06G. Please note the following additions and changes to the Contract Documents; submit bids and be otherwise governed accordingly.

**THE BID DATE REMAINS THE SAME AS NOTED IN ADDENDUM #2**
**Tuesday, March 3, 2026, at 10:30 am**

## QUESTIONS

**1.** Q: It seems that there is a lot of conduit and wire required in the I/O list provided in division 13 that is not accounted for in the conduit and cable schedule nor shown on any of the plans. Please provide a complete list of conduit and cable required to match the I/O list in the specifications.

A: Reviewing the IO list provided in Division 13 with the Instrumentation and Control Engineer, much of what is listed is pre-wired by the Controller Manufacturer. For the IOs that requires conduit and cable, refer to the revised Specification Section "16900 - Conduit and Cable Schedule" included at the end of this Addendum and Detail for the blower skid added to Drawing E-DT-2.

**2.** Q: There are a number of conduit id's listed on E-PW-3 for pumps that are not listed on the conduit and cable schedule. Please provide missing information.

A: Refer to the revised Specification Section "16900 – Conduit and Cable Schedule" and revised plan sheet E-SC-1 included at the end of this Addendum.

**NASSAU COUNTY, NEW YORK**
**DEPARTMENT OF PUBLIC WORKS**

NOTICE AND INSTRUCTIONS TO BIDDERS,
PROPOSAL, AGREEMENT AND SPECIFICATIONS

FOR

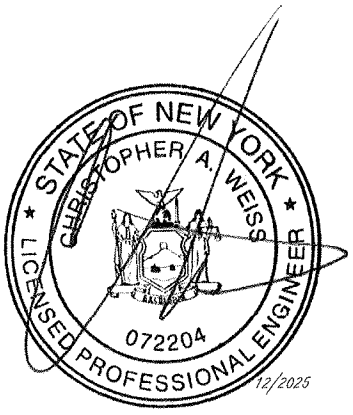
# SOUTH SHORE WRF
# AERATION BLOWER FACILITY

**PROJECT MANUAL**
**FINAL BID DOCUMENT**

CONTRACT NO. S35121-06G

VOLUMES 1 THRU 3

**JANUARY 2026**




H2M architects + engineers

**BRUCE A. BLAKEMAN**
COUNTY EXECUTIVE

**MICHAEL KWASCHYN**
COMMISSIONER OF PUBLIC WORKS

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Posillico Civil Inc.**

**2. Amount requiring NIFA approval:** $99,639,000.00

**Amount to be encumbered:** $99,639,000.00

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 1278 Calendar Days from 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 % | 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:**

As part of restoration from impacts of Hurricane Sandy under FEMA 406 program, the South Shore WRF (formerly Bay Park STP), a new Aeration Blower Facility must be constructed above the flood level to protect the facility 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 06/12/2026

***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**

**DEPARTMENT OF PUBLIC WORKS**

# Inter-Departmental Memo

**TO:** Contract File

**FROM:** Jane Houdek, Esq.
Designated DCCO

**DATE:** May 28, 2026

**SUBJECT:** Contract No: S35121-06G
South Shore WRF Aeration Facility
Posillico Civil, Inc.
Responsibility Determination Memo

## DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contracts.

## NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

## Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

## Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of

nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

## Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

## Vendor Adverse Information

Vendor reports two OSHA violations, one in 2022 and the other in 2024. Vendor reports that as a result of the incident in Texas, procedures and training were developed to prevent future incidents. Vendor is currently satisfactorily performing work on a large County wastewater construction project. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contracts S35121-06G.

Jane Houdek
Attorney for DPW

JH:pl

# 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, Jillian Brown 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: Posillico Civil, Inc.

Vendor's Address: 1750 New Highway Farmingdale NY US 11735

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/11/2026 10:46:10 am

Lobbyist Registration and Disclosure Form: 05/11/2026 10:46:44 am

Business History Form certified: 05/11/2026 12:05:11 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/13/2026 08:48:47 am

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Larry Gillman [LGILLMAN@POSILLICOINC.COM] |
| Date Certified | 05/13/2026 10:14:12 am |

| | |
|---|---|
| Principal Name | Richard Nota [RNOTA@POSILLICOINC.COM] |
| Date Certified | 05/11/2026 03:40:29 pm |

| | |
|---|---|
| Principal Name | Joseph K. Posillico [JKPOSILLICO@POSILLICOINC.COM] |
| Date Certified | 04/06/2026 09:58:21 am |

| | |
|---|---|
| Principal Name | Michael J. Posillico [MPOSILLICO@POSILLICOINC.COM] |
| Date Certified | 03/26/2026 11:28:39 am |

| | |
|---|---|
| Principal Name | Joseph D. Posillico, III [JP3@POSILLICOINC.COM] |
| Date Certified | 05/13/2026 09:47:35 am |

I, Jillian Brown 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."

Jillian Brown BREAKWATERQUALS@POSILLICOINC.COM

*Name*

Prequalification Manager

*Title*

Posillico Civil, Inc.

*Name of Submitting Entity*

05/13/2026 10:19:12 am

*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: 05/11/2026

1) Proposer's Legal Name: Posillico Civil, Inc.

2) Address of Place of Business: 1750 New Hwy

City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735

Country: US

Address: 10 Logrande Court

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

---

Address: 11000 Richmond Ave, Suite 100

City: Houston State/Province/ Territory: TX Zip/Postal Code: 77042

Country: US

Start Date: End Date:

---

Address: 120 Eagle Rock Ave, Suite 220

City: East Hanover State/Province/ Territory: NJ Zip/Postal Code: 07936

Country: US

Start Date: End Date:

---

Address: 131-36A 20th Avenue

| | | | | | |
|---|---|---|---|---|---|
| City: | College Point | State/Province/ Territory: | NY | Zip/Postal Code: | 11356 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 160 Mine Lake Ct., Ste 200 | | | | |
| City: | Raleigh | State/Province/ Territory: | NC | Zip/Postal Code: | 27615 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 1610 New Highway | | | | |
| City: | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 210 Little Falls Church, Suite 300 | | | | |
| City: | Falls Church | State/Province/ Territory: | VA | Zip/Postal Code: | 22046 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 2101 S IH-35, Suite 500 | | | | |
| City: | Austin | State/Province/ Territory: | TX | Zip/Postal Code: | 78741 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 250 Lakeview Avenue | | | | |
| City: | Valhalla | State/Province/ Territory: | NY | Zip/Postal Code: | 10595 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 3160 Fairview Park Dr, Suite 400 | | | | |
| City: | Falls Church | State/Province/ | VA | Zip/Postal | 22042 |

| | | | | | |
|---|---|---|---|---|---|
| | | Territory: | | Code: | |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 319 Clematis St., Suite 808 | | | | |
| City: | West Palm Beach | State/Province/ Territory: | FL | Zip/Postal Code: | 33401 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 3607 Plantation Grove Blvd, Suite 203B | | | | |
| City: | Mission | State/Province/ Territory: | TX | Zip/Postal Code: | 78572 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 427 Bloomfield Avenue-Suite 205 | | | | |
| City: | Montclair | State/Province/ Territory: | NJ | Zip/Postal Code: | 07042 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 50 S Center Street Ste 7 | | | | |
| City: | Orange | State/Province/ Territory: | NJ | Zip/Postal Code: | 07050 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 630 Johnson Ave. Suite 104 | | | | |
| City: | Bohemia | State/Province/ Territory: | NY | Zip/Postal Code: | 11716 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 655 Furrows Rd. | | | | |
| City: | Holtsville | State/Province/ Territory: | NY | Zip/Postal Code: | 11742 |

Country: US
Start Date: End Date:

Address: 8123 East US Highway 83
City: Rio Grande City State/Province/ Territory: TX Zip/Postal Code: 78582
Country: US
Start Date: End Date:

Address: 9811 S I 35 Building 6, Unit 100
City: Austin State/Province/ Territory: TX Zip/Postal Code: 78744
Country: US
Start Date: End Date:

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: Other (Describe) S. Corporation.

No information shared with Nassau County is to be disclosed to any third party without specific written consent. Posillico and its affiliates are privately held, therefore all corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and NYS Freedom of Information Act.

1 File(s) uploaded: #6 Posillico Civil Inc. - Certificate of Status.pdf

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

YES [X] NO [ ] If yes, please provide details:

See Attachment Rent/Own Office Space

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and NYS Freedom of Information Act.

1 File(s) uploaded: #7 Shared Office Equipment Staff Expenses.pdf

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

YES [X] NO [ ] If yes, please provide details:

Martins Construction Corp. - 100% Ownership under Posillico Civil, Inc.

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:

Yes, see attachment Subsidiary/Affiliate
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) uploaded: #9 Entities (1).pdf, #9 JV List.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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

Please see the attached.

4 File(s) uploaded: #13 OSHA Citations Proposal Letter 04.26.pdf, #13 osha.gov - Con-Strux Holtsville.pdf, #13 osha.gov - Posillico Civil Inc (003).pdf, OSHA Citations Proposal Letter 05.26 Con-strux.pdf

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.

ANSWER: NO CONFLICT OF INTEREST 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.

Michael J. Trotta, VP is a cousin to Debra Mule, Nassau County District 5 County Legislator. There is no conflict of interest, however, we understand that an appearance of such may exist.

There are no other known relationships that could create a conflict of interest or the appearance of a conflict of interest.

(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.

This is the same question as (ii) and we answer the same in response.
Michael J. Trotta, VP is a cousin to Debra Mule, Nassau County District 5 County Legislator. There is no conflict of interest, however, we understand that an appearance of such may exist.

There are no other known relationships that could create a conflict of interest or the appearance of a conflict of interest.

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.

Posillico employees are subject to agreement in writing to our Employee Policies and Procedures as outlined in our Employee Handbook (attached hereto). This handbook addresses Client Relationships, Conflicts of Interest, Ethics and Conflicts of Interest Policy, Client Gratuities, Socializing with Clients and Subcontractors, Documentation of All Client Related Activities,

Reciprocity.
Posillico will adopt a conflict of interest procedure that includes relationships (family and personal) that could give the appearance of impropriety, or that should be disclosed. (Such as the SAMPLE attached)

1 File(s) uploaded: Question 17b. Employee Handbook 1.1.22 - With Supplements (2) (1).pdf

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;

02/04/1946

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.

Posillico, Inc. owns [redacted].
Joseph K. Posillico, President & CEO [redacted]
Michael J. Posillico, Secretary/EVP [redacted]

Joseph D. Posillico, III, Shareholder [redacted]

Richard Nota, Treasurer and CFO has no ownership but is an authorized signatory and officer of the Company. [redacted]

Lawrence Gillman, COO/SVP [redacted]

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | D | Suffix | III | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/Postal Code | 11735 |
| Country | US | | | | |
| Position | Shareholder | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | K | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/Postal Code | 11735 |
| Country | US | | | | |
| Position | Chief Exec. Officer and President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Posillico | | | | |
| MI | J | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/Postal Code | 11735 |
| Country | US | | | | |
| Position | Executive Vice President and Secretary | | | | |

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

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | D | Suffix | III | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/ Postal Code | 11735 |

| | | | | | |
|---|---|---|---|---|---|
| Country | US | | | | |
| Position | Shareholder | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | D | Suffix | III | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/ Postal Code | 11735 |
| Country | US | | | | |
| Position | Senior Vice President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | K | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/ Postal Code | 11735 |
| Country | US | | | | |
| Position | Chief Exec. Officer and President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Posillico | | | | |
| MI | J | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory | NY | Zip/ Postal Code | 11735 |
| Country | US | | | | |
| Position | Executive Vice President and Secretary | | | | |

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

949

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached

2 File(s) uploaded: BHF PC question A VII (1).pdf, BHF PC question A VII pt 2 (1).pdf

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

B. Indicate number of years in business.

80

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 the attached

1 File(s) uploaded: BHF PC question C (1).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 Hempstead | | |
| Contact Person | Brian Kunzig | | |
| Address | 1 Washington Street | | |
| City | Hempstead | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 489-5000 | | |
| Fax # | | | |
| E-Mail Address | briankun@hempsteadny.gov | | |

| | | | |
|---|---|---|---|
| Company | Town of Huntington | | |
| Contact Person | Bianca Dresch | | |
| Address | 432 Park Ave | | |
| City | Huntington | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 351-3061 | | |
| Fax # | (000) 000-0000 | | |
| E-Mail Address | bdresch@huntingtonny.gov | | |

| | | | |
|---|---|---|---|
| Company | Town of Babylon | | |
| Contact Person | Richard Grohn | | |
| Address | DEC Romm 213 | | |
| City | North Babylon | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 442-7640 | | |
| Fax # | (000) 000-0000 | | |
| E-Mail Address | rgroh@townofbabylon.com | | |

I, Jillian Brown , 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, Jillian Brown , 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: Posillico Civil, Inc.

Electronically signed and certified at the date and time indicated by:
Jillian Brown BREAKWATERQUALS@POSILLICOINC.COM

Prequalification Manager
Title

05/11/2026 12:05:11 pm
Date

**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:** | POSILLICO CIVIL, INC. |
| **DOS ID Number:** | [redacted] |
| **Entity Type:** | DOMESTIC BUSINESS CORPORATION |
| **Entity Status:** | EXISTING |
| **Date of Initial Filing with DOS:** | 02/04/1946 |
| **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 March 02, 2026 at 04:56 P.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

**Authentication Number: 100009784272 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov**

| POSILLICO CIVIL, INC. - Contractor | Address | Landlord/Mortgage Holder | Office | Staff | Equipment | Expenses |
|---|---|---|---|---|---|---|
| [redacted] | | | | | | |

Posillico | We know how.

May 11, 2026

Posillico Civil Inc,
1750 New Highway
Farmingdale, NY 11735
RE: OSHA Citations – Con-Strux

To whom it may concern,

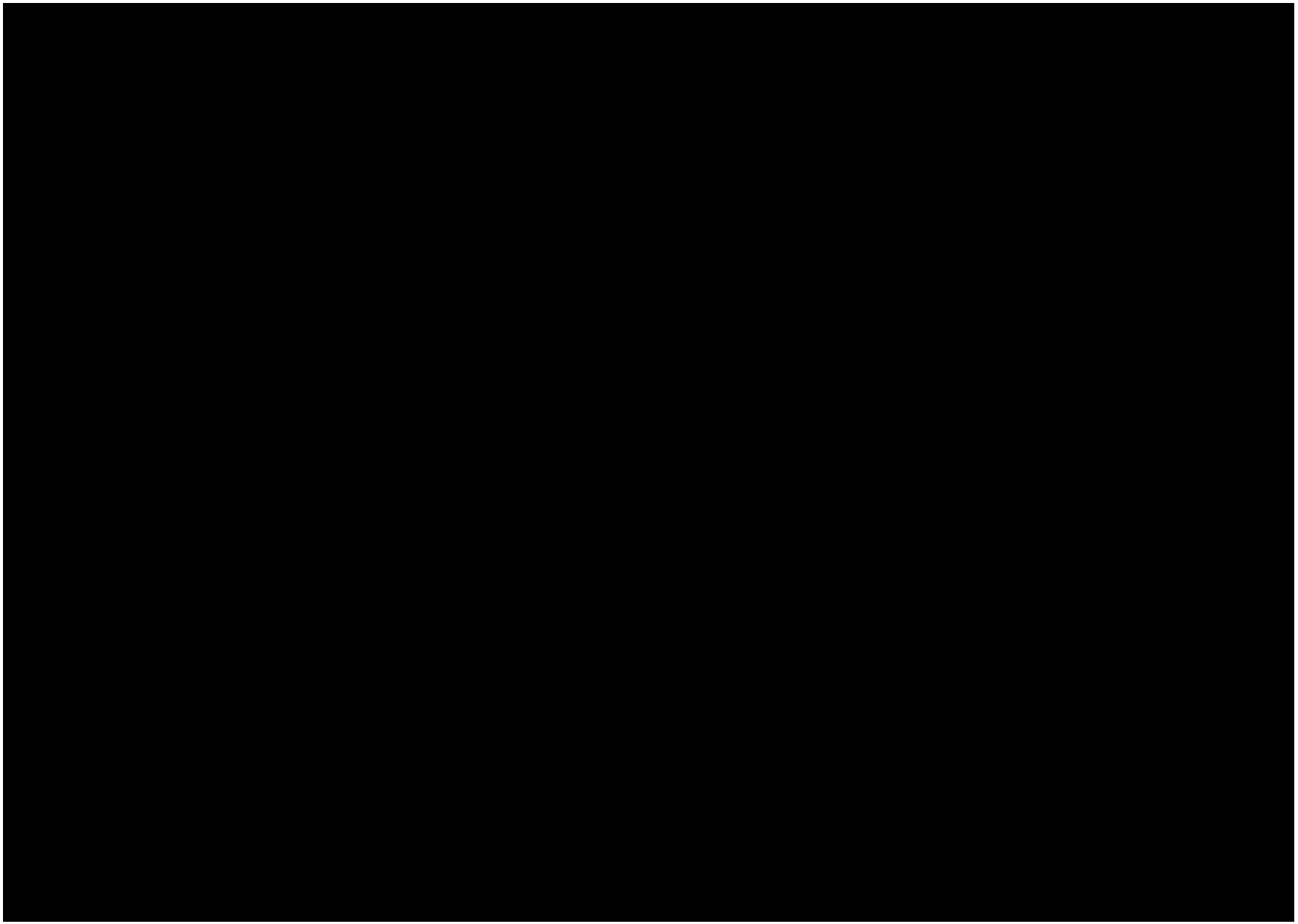
In 2022, Con-Strux, received (2) OSHA violations, 1 serious and 1 other than serious from an investigation performed after a workplace incident.

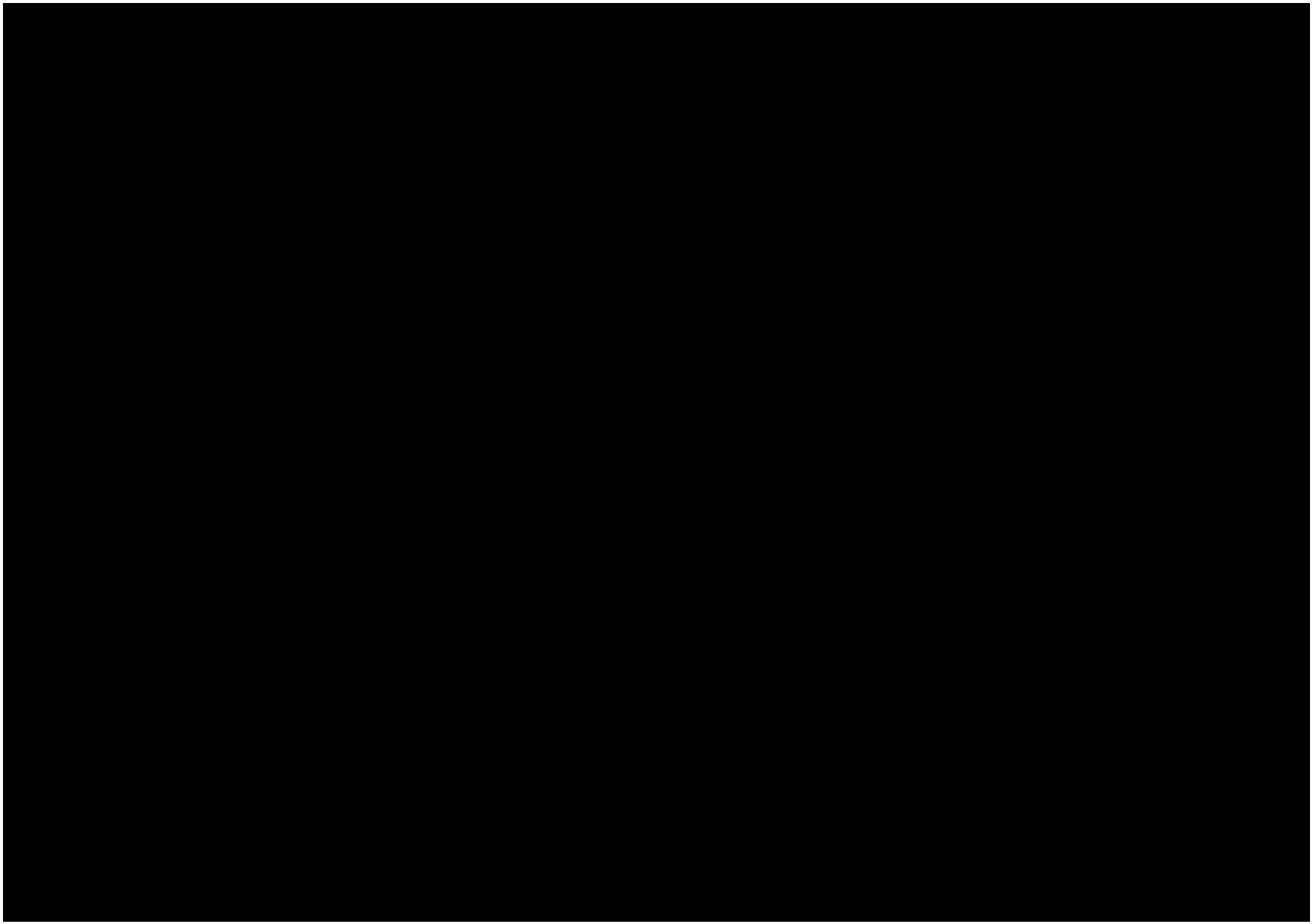
As a result of the incident, site specific and equipment specific lock out tag out procedures were developed followed up by training of all personnel at Con-Strux facilities.

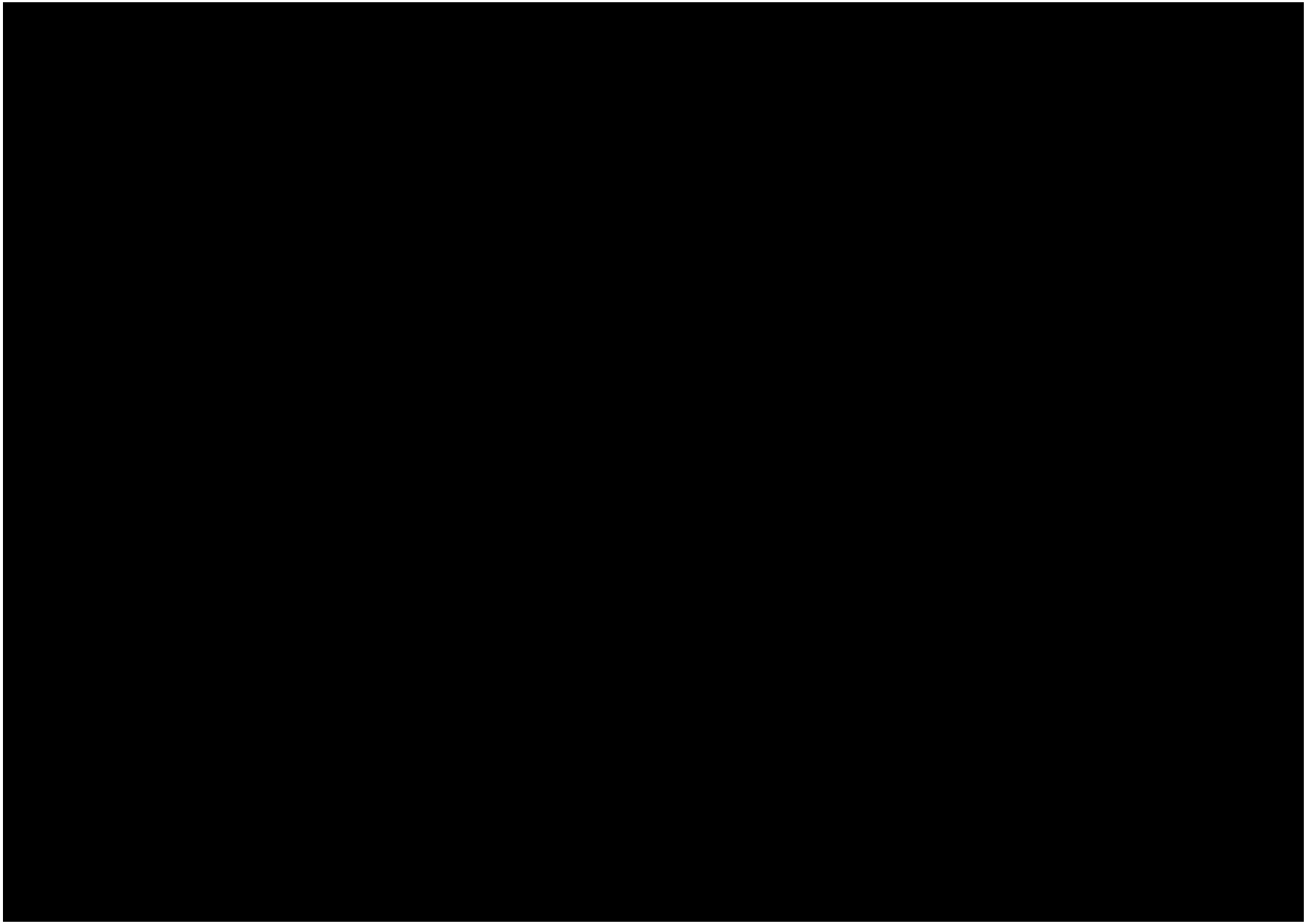
Thank you,

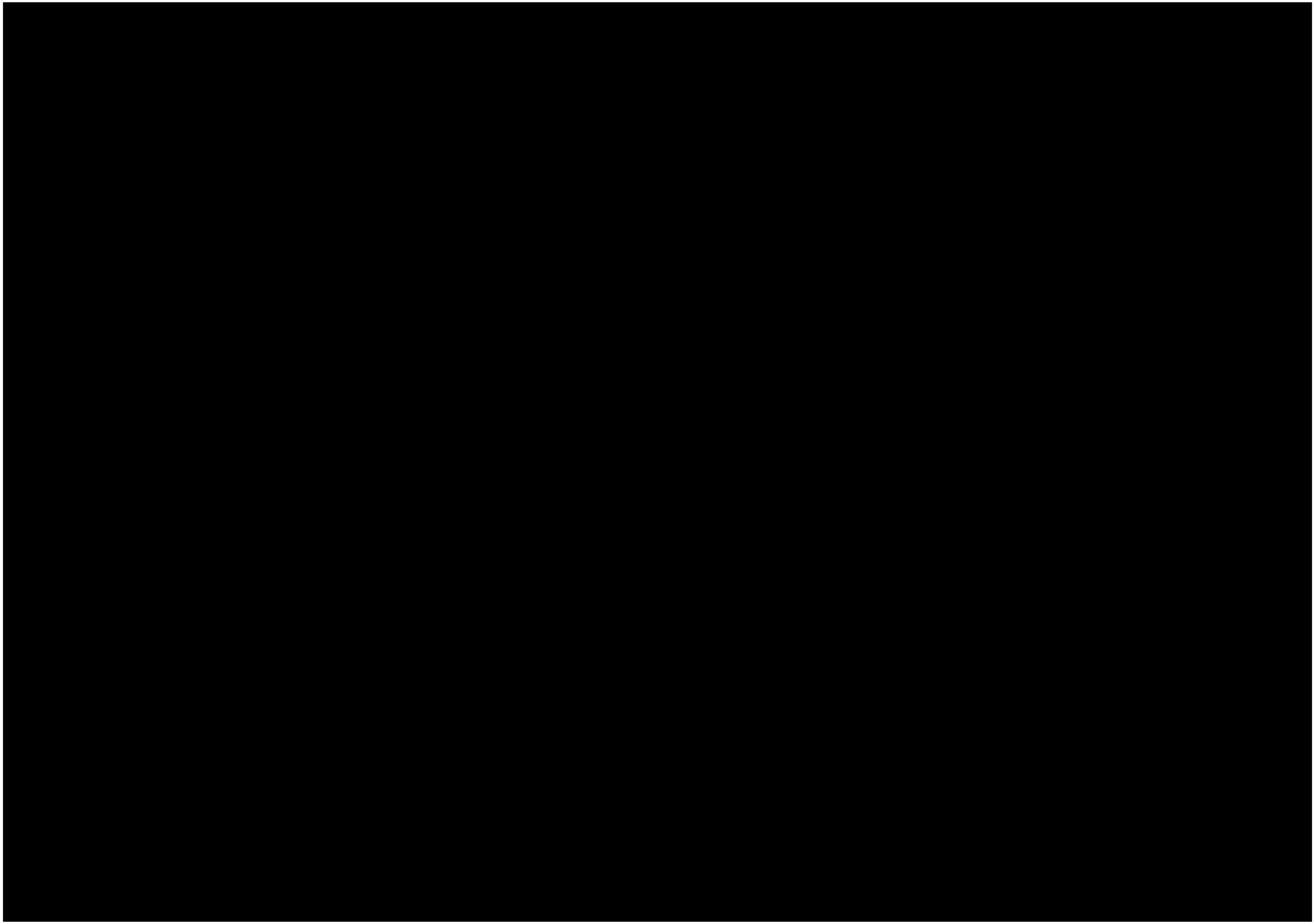
William LePage
*Vice President, Director of Health and Safety*

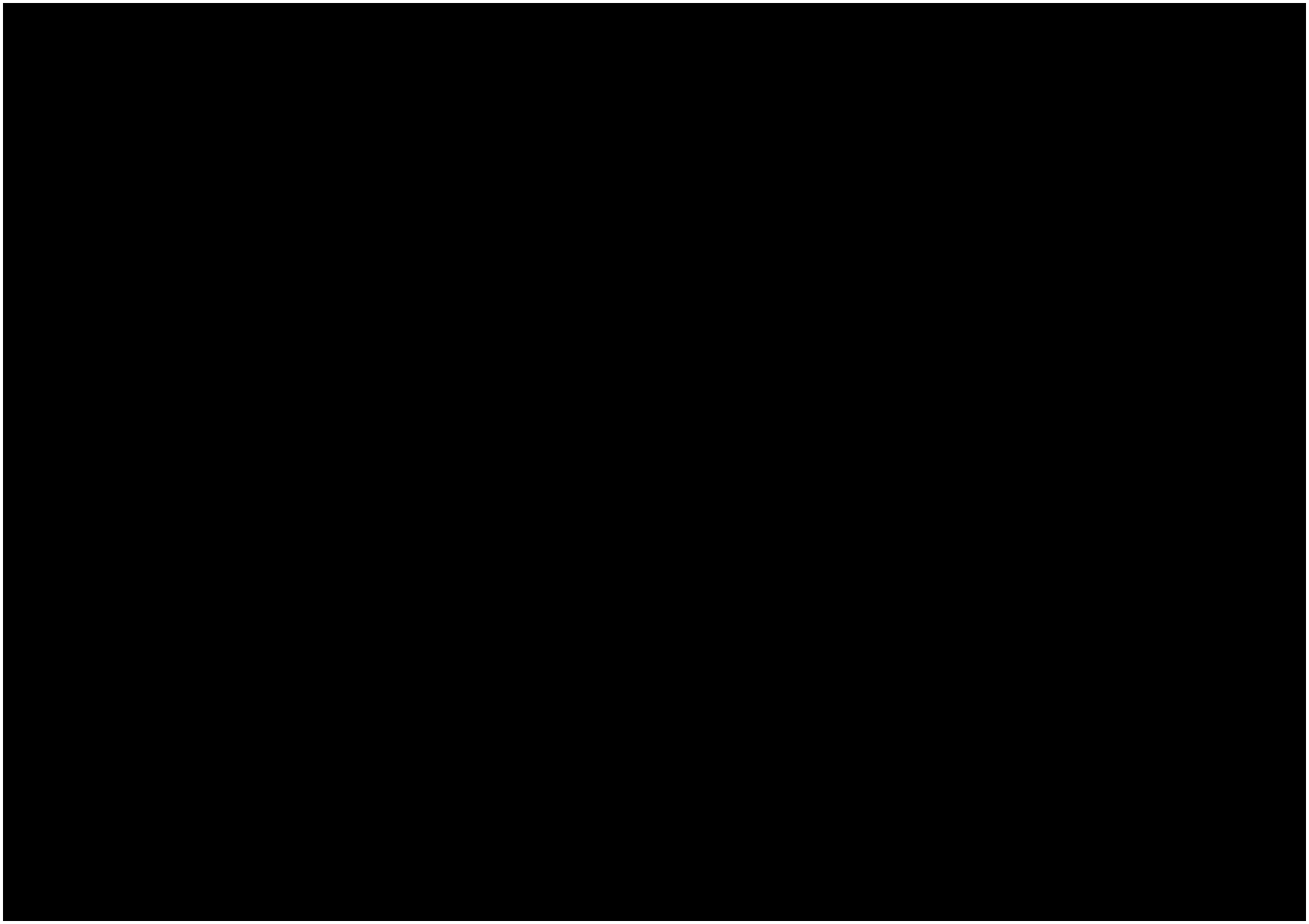
| Entity Name | Corporate Address | Ownership |
| --- | --- | --- |
| [redacted] | | |

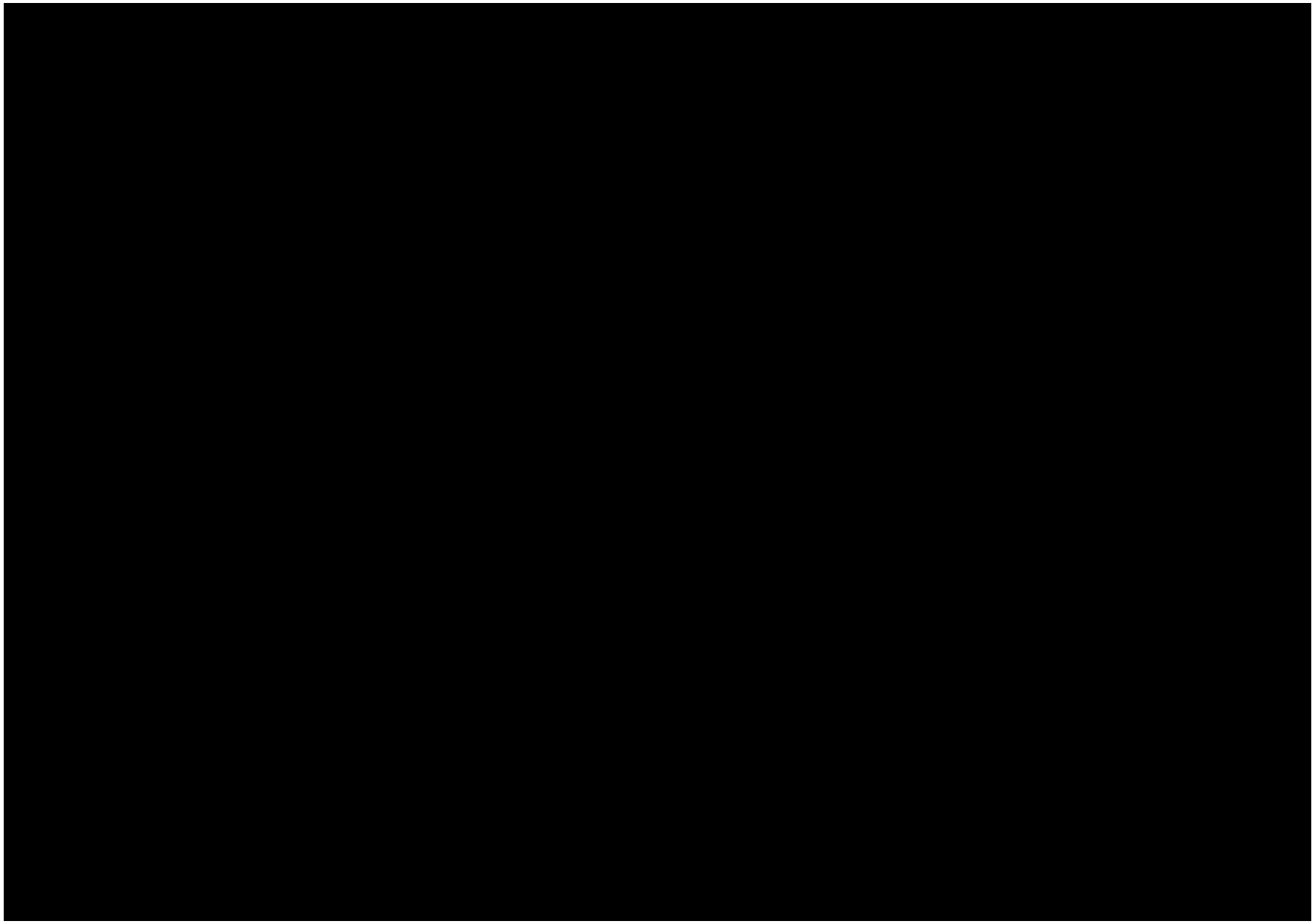


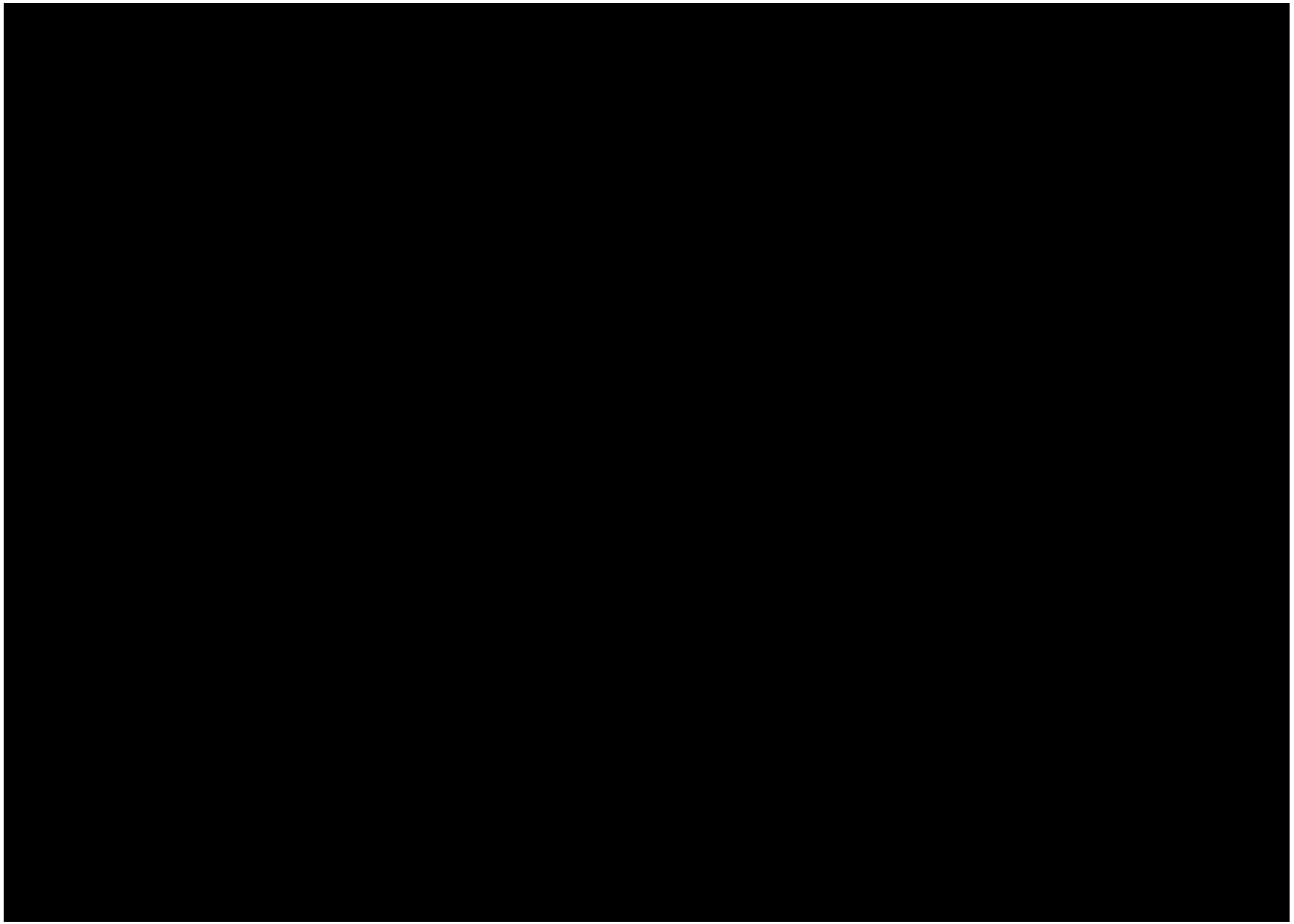


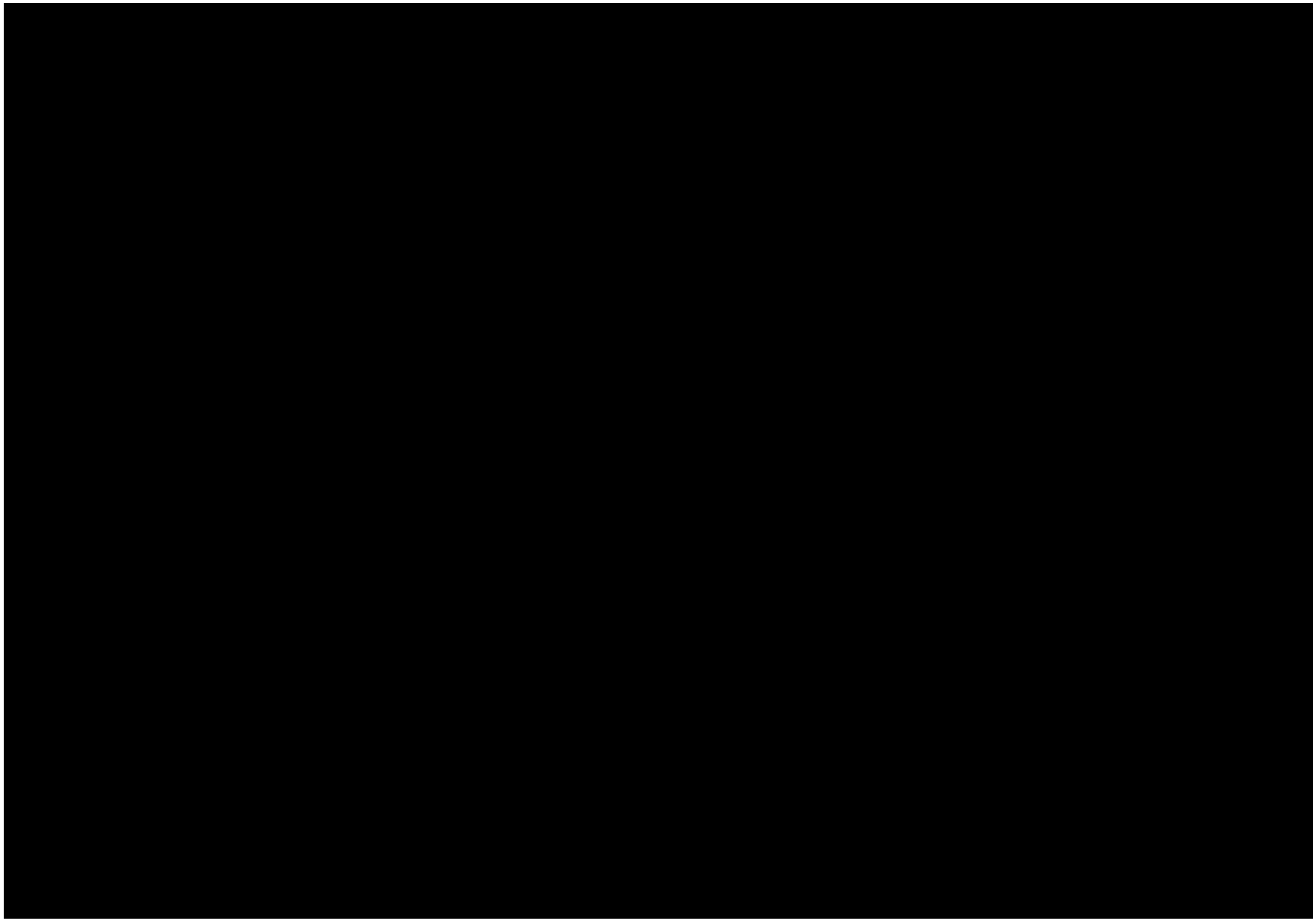




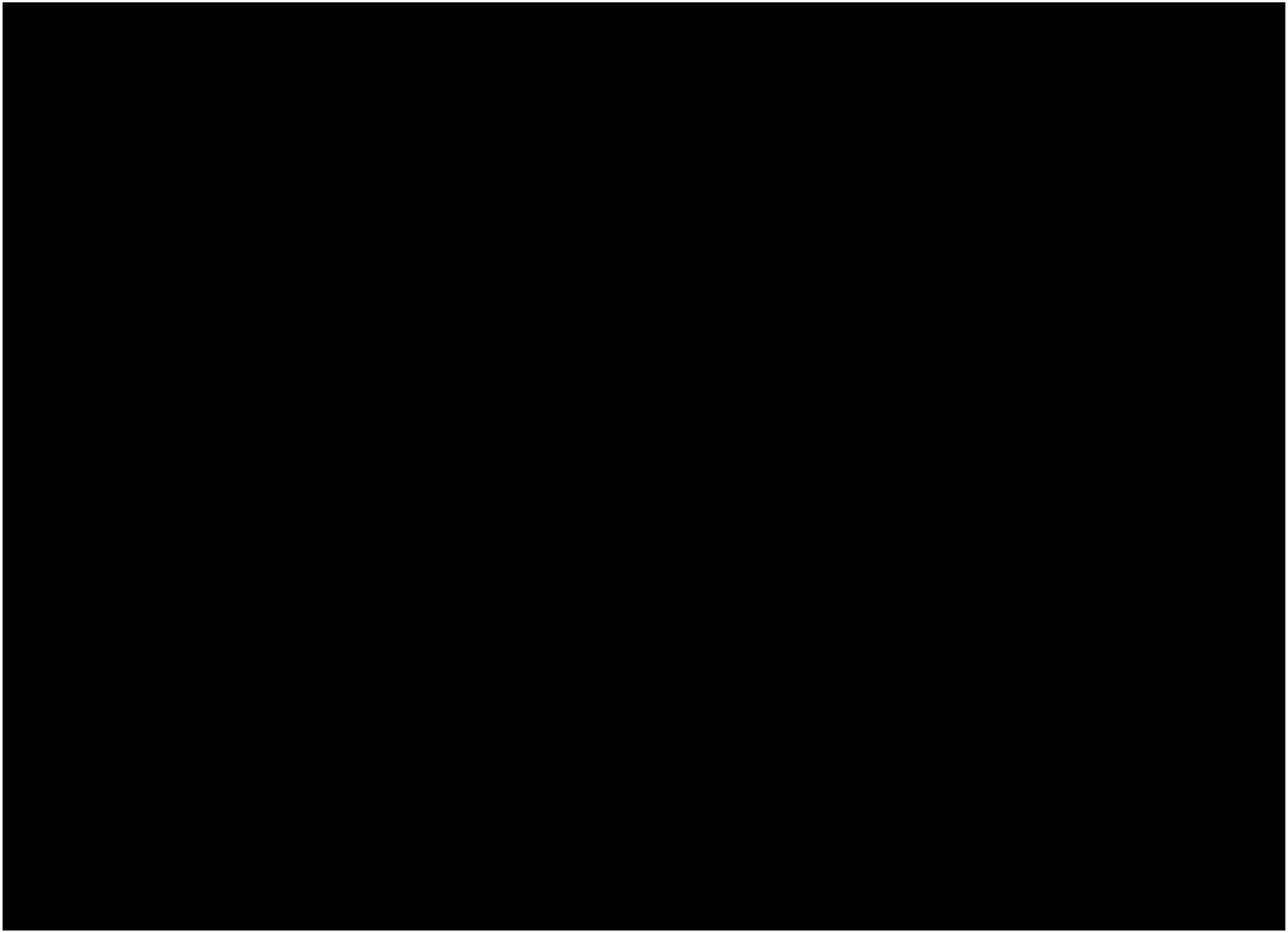








| ENTITY NAME | Partners | Ownership Percentage | Managing Partner's Address |
| --- | --- | --- | --- |
| [redacted] | | | |



Posillico | We know how.

April 9, 2026

Posillico Civil Inc,
1750 New Highway
Farmingdale, NY 11735
RE: OSHA Citations

To whom it may concern,

In 2024, Posillico received (2) serious violations dated 11/14/24 and they were promptly disputed and contested upon receipt. Through a negotiation with OSHA, Posillico reached a settlement agreement to which (1) serious citation was removed completely and the other serious received was reduced to an "Other than Serious" severity, which was resolved through a settlement in which Posillico admitted no wrongdoing.

Thank you,

William LePage
*Vice President, Director of Health and Safety*

An official website of the United States government. Here's how you know

**The .gov means it's official.**
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

**The site is secure.**
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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# Inspection Detail

**Case Status: CLOSED**

## Inspection: 1535067.015 - Con-Strux - Holtsville

**Inspection Information - Office: Long Island**

**Inspection Nr**: 1535067.015

**Report ID**: 0214700

**Date Opened**: 06/08/2021

**Site Address**:
Con-Strux - Holtsville
615 Furrows Road
Holtsville, NY 11742

**Mailing Address**:
702 Grand Blvd, Westbury, NY 11590

**Union Status**: NonUnion

**SIC**:

**NAICS**: 423930/Recyclable Material Merchant Wholesalers

**Inspection Type**: Referral

**Scope**: Partial

**Advanced Notice**: N

**Ownership**: Private

**Safety/Health**: Safety

**Close Conference**: 06/08/2021

**Emphasis**:

**Case Closed**: 03/31/2022

### Related Activity

| Type | Activity Nr | Safety | Health |
|---|---|---|---|
| Referral | 1775289 | Yes | |

| | | | |
|---|---|---|---|
| Referral | 1775312 | | Yes |

**Case Status: CLOSED**

## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| **Initial Violations** | 4 | | | | | 4 |
| **Current Violations** | 1 | | | 1 | | 2 |
| **Initial Penalty** | $35,498 | $0 | $0 | $0 | $0 | $35,498 |
| **Current Penalty** | $13,653 | $0 | $0 | $13,653 | $0 | $27,306 |
| **FTA Penalty** | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event |
|---|---|---|---|---|---|---|---|---|---|---|
| **1.** | **01001** | Serious | 19100028 B01 I A | 11/26/2021 | 12/02/2021 | $0 | $6,827 | $0 | 12/17/2021 | R - Review Cor |
| **2.** | **01002** | Serious | 19100147 C04 I | 11/26/2021 | 12/22/2021 | $13,653 | $9,557 | $0 | 12/17/2021 | R - Review Cor |
| **3.** | **01003A** | Other | 19100147 C07 I A | 11/26/2021 | 12/22/2021 | $13,653 | $9,557 | $0 | 12/17/2021 | R - Review Cor |
| **4.** | **01003B** | Other | 19100147 C07 I B | 11/26/2021 | 12/22/2021 | $0 | $0 | $0 | 12/17/2021 | R - Review Cor |
| **5.** | **01003C** | Other | 19100147 C08 | 11/26/2021 | 12/02/2021 | $0 | $9,557 | $0 | 12/17/2021 | R - Review Cor |



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

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White House

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DisasterAssistance.gov

USA.gov

Notification of EEO Violations

No Fear Act Data

U.S. Office of Special Counsel

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**The site is secure.**
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



# Inspection Detail

**Case Status: CLOSED**

## Inspection: 1786247.015 - Posillico Civil Inc.

**Inspection Information - Office: San Antonio Area Office**

**Inspection Nr**: 1786247.015

**Report ID**: 0625500

**Date Opened**: 11/14/2024

**Site Address**:
Posillico Civil Inc.
143 At Gil Rod Stone Ranch Fast Track
El Indio, TX 78860

**Mailing Address**:
1750 New Hwy, Farmingdale, NY
11735

**Union Status**: NonUnion

**SIC**:

**NAICS**: 237310/ Highway, Street, and Bridge Construction

**Inspection Type**: Prog Related

**Scope**: Partial

**Advanced Notice**: N

**Ownership**: Private

**Safety/Health**: Safety

**Close Conference**: 11/14/2024

**Emphasis**: N:Trench

**Case Closed**: 01/21/2026

### Related Activity

| Type | Activity Nr | Safety | Health |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Referral | 2232396 | Yes | |

**Case Status: CLOSED**

## Violation Summary

| Violations/Penalties | Serious | Willful | Repeat | Other | Unclass | Total |
|---|---|---|---|---|---|---|
| **Initial Violations** | 2 | | | | | 2 |
| **Current Violations** | | | | 1 | | 1 |
| **Initial Penalty** | $23,643 | $0 | $0 | $0 | $0 | $23,643 |
| **Current Penalty** | $0 | $0 | $0 | $16,550 | $0 | $16,550 |
| **FTA Penalty** | $0 | $0 | $0 | $0 | $0 | $0 |

## Violation Items

| # | Citation ID | Citaton Type | Standard Cited | Issuance Date | Abatement Due Date | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event |
|---|---|---|---|---|---|---|---|---|---|---|
| **1.** | **01001** | Other | 19260251 D06 III | 04/29/2025 | | $16,550 | $16,550 | $0 | 05/30/2025 | F - Formal Settl |
| **2.** | **01002** | Serious | 19260050 C | 04/29/2025 | 05/19/2025 | $0 | $7,093 | $0 | 05/30/2025 | F - Formal Settl |



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

White House

Disaster Recovery Assistance

DisasterAssistance.gov

Posillico
We know how.
Posillico
CAT

# People First. Be Safe.

## Safety

***"At Posillico, we believe that safety requires open communication, accountability, ownership, and a personal commitment by members of the organization. Nothing is more important than maintaining an injury and incident free workplace."***
***- Joseph K. Posillico, President/CEO, 2017***

We strive to be the best in our business, and we have enjoyed success and sustainability due to the hard work and dedication of the people within our organization, who have been and continue to be our most valuable and important resource.

Our corporate health and safety program reflects our commitment to ensuring safe work sites and the safety of our workers and subcontractors. We work hard to ensure a safety culture that addresses and integrates safety into everything that we do. From pre-construction, through pre-planning and implementation, we believe that a well-trained, informed and aware organization translates into safe work and projects built on time and on budget.

We focus on preventing loss, incidents, and injuries before they occur, and we provide health and safety training and mentoring programs for all new employees and on-going training to our managers and crews. Regular training and constant reinforcement gives all of our employees the knowledge to identify and the authority to correct hazardous situations before accidents happen. Everyone working on our construction sites or in our facilities can hit the **"Stop Button"** when unsafe conditions exist.

We strive to continuously improve and impart best practices to all of our employees and subcontractors. Providing a safe working environment ensures that we will continue to set the standard for our industry.

Our dedicated employees are vigilant in training. They are aware of and apply basic safety principals. Teamwork and awareness make our construction sites and our people safe.

**Main Office**
1750 New Highway
Farmingdale, NY 11735
P: 631.249.1872
F: 631.249.8124
www.posillicoinc.com

Posillico
We know how.

### Posillico is New York's Premier Self-Performing General Contractor

**Experience.** Since 1946, we have been one of the leaders in the construction industry for the Tri-State area. From first breaking ground on the Long Island Expressway to foundation and environmental projects in Manhattan, we have been successful in mastering the complexities of New York construction.

**Confidence.** When the reputations of all those involved are on the line, we maintain a high-level of confidence - ***We know how*** to get the job done, especially in evolving environments. Our family of clients is confident of their project's success because they have prospered from our results in the past.

**People.** Experience and confidence define our team. We have the best people in the industry working together towards a common goal. From our project managers and engineers to foremen, key laborers, and support staff, every member of our team is highly qualified and work together as a team. The construction industry is challenging, complicated and demanding. Our qualified professionals possess the fundamental experience necessary to impart confidence that our client's projects will succeed.

**Safety.** When people are involved, safety is more important than just a slogan. We are committed to achieving top safety performance in our industry. Our people and projects both come home on time… safely.

### We Embrace Complex Projects

Not only do we like the tough jobs, but we also excel at them. The key to our continued success is the seamless integration of our various business units. We offer a multi-disciplinary excellence – we thrive on value engineering innovative solutions for challenging projects. Our management approach allows us to gauge project complexity from the start and appropriately manage along the way.

In the construction industry, scopes continually change, and issues arise. Our collaborative effort is the key to getting complex projects completed safely, on time and on budget.

## Civil - Private

### Foundations
### Subgrade to Sidewalk

**A history of past success, exceeding expectations, confidence, industry relationships, and continuous communication** are the keys to building award-winning belowground projects. Our ability to self-perform the majority of belowground work gives us a distinct advantage in controlling costs and meeting difficult schedules.

**Our professional engineering staff has developed the necessary experience** through our past experience in public sector projects to the private sector. We have the experience in building foundations and other structures in tight urban locations and around existing infrastructures, such as subways, railways, tunnels, and utilities.

We are committed to our private clients to ensure their projects move as quickly as possible to maximize their investment returns.

Our years of experience include the following services:

- **Soil Excavation**
- **Rock Removal**
- **Design, Engineering and Construction of Support of Excavation and Underpinning Systems**
- **Deep Foundations**
- **Dewatering**

# Civil - Municipal

## Innovation, Planning & Design-Build

**Our "know how" is the hallmark of large complex civil projects.** We have built our reputation on complex municipal projects by leveraging our **diverse capabilities** and utilizing our various divisions.

Our **Team** includes design engineers and valued subcontractors that work together on complex projects delivering **cost-effective solutions** while maintaining an aggressive schedule.

**We successfully perform design-build projects with innovation, collaboration and teamwork.** We have taken the lead in the design-build project delivery system on various government contracts. Most of these projects include the construction of complex infrastructure that required accelerated schedules delivered in **tight timeframes to better the communities we serve**. From the expansion of the Long Island Rail Road, to various road and bridge projects throughout the Tri-State region, we have been selected time and time again to partner with various design firms to achieve valued results.

# Civil - Wastewater

## Partnering & Planning

**We provide creative solutions for complex wastewater projects in the New York metropolitan area.** Our success over the past 70 years has been based on our commitment to professionalism, partnerships and becoming the thought leader in our industry. These qualities, as well as our experience, have helped us set today's standard in the wastewater industry.

**We have worked with a multitude of regional government agencies on virtually all types of wastewater projects, each with their own challenges.** Our success is attributable to understanding the special needs of each project, while offering innovative and value engineering options with a partnering approach. Detailed planning and safe execution are some of the key benefits we deliver to our clients.

- **Wastewater Treatment Plants**
- **Pump Stations**
- **Sanitary Support Buildings and Equipment**
- **Force Mains and Sanitary Piping**

*Bergen Point Wastewater Treatment Plant*
*West Babylon, NY*

Posillico | Civil - Wastewater

# Materials

## Quality, Flexibility & Schedule

**Our commitment to quality starts at our plants.** We manage everything that goes on at our sites, including the materials we use. Our regional plants are leading materials handling facilities in the region, specializing in producing asphalt for our jobs and customers. By producing only as much material as required, we have the flexibility needed for complex construction projects.

**With state-of-the-art facilities that provide the highest quality construction aggregates in the market, we guarantee the quality production and timely delivery to our clients.** Our rail offloading expansion to our Farmingdale facility drastically improves aggregate delivery and reduces the impact of fuel, tolls, and other trucking costs.

- **Hot Mix Asphalt**
- **Recycled Asphalt Pavement (RAP)**
- **Stone, Sand, Clean Fill**
- **Recycling-Concrete/ Brick/Clean Fill/ Asphalt**
- **Recycling of Contaminated Soils**

# Environmental

## Remediating Industrial Contamination for a Greener Future

**It is a fact: the New York metropolitan area is running out of greenfield properties.** Most construction and development projects in the future are likely to require some level of environmental remediation. In 1991, we recognized these changes and have been at the forefront of this new direction in construction. Converting unusable land into a highly desirable property is complicated. **Environmental remediation demands expertise.**

We have become an expert in environmental remediation by using both industry standards as well as developing our own site-specific techniques. No single function is more important to construction today. **No company integrates Environmental with Civil better than us.**

- **Efficient Delivery of New Infrastructure in Contaminated Environments**
- **Qualified Expertise in Treatment Systems for Large Scale Clean-Ups**
- **Experts in Soil and Contaminant Stabilization and Applications for Various Redevelopments**
- **Wetland Restorations and Storm Water Systems to Improve Water Quality**

*Hoboken Block 110 Remediation*
*Hoboken, NJ*

Posillico | Environmental

## Paving

### Experience & Latest Technology

**We believe, that over 45 years of paving qualifies us as experts.** Since 1971, we have been providing top quality paving services throughout the Tri-State area. From resurfacing most of Long Island's main thoroughfares including the Long Island Expressway, to paving commercial parking lots, our knowledge and experience in paving are the keys to our success.

**We not only break ground to maintain our country's infrastructure, but we break ground in new technology.** The quality and workmanship of our Paving division is at the forefront of the industry. Our equipment is constantly updated with the newest and latest technology including intelligent compaction for density and 3D GPS systems for our pavers.

- **Highways**
- **Airport Runways**
- **Municipal Roadways**
- **Parking Lots**

# Drilling

## Integrated Engineered Solutions

**We have been installing foundation support systems for over 40 years.** Starting with innovative vibration hammer techniques in 1970, we have always strived for obtaining, understanding, and perfecting the latest technology. Our forward-thinking mindset combined with a staff of talented professional engineers and managers enables us to solve complex foundation problems that our competitors cannot.

- **Steel Sheet Piling**
- **Drilled CFA Piles**
- **Mini/Micropiles**
- **Deep Soil Mixing**
- **Slurry Walls**
- **Timber Piles**
- **Underpinning**
- **Tie-backs**
- **Driven H Piles**
- **Drilled Caissons**
- **Marine Bulkheads**
- **Noise Wall Foundations**
- **Low Vibration Applications**

*Rockefeller University*
*New York, NY*

# Utilities

## Safety, Schedule & Skill Set

**We are a full-service utility contractor in the natural gas transmission and distribution industry as well as the telecommunications industry.** Our experienced team focuses on delivering **cost-effective** solutions, bringing projects in safely, on time, and on budget.

Our repeat client base is built on an **experienced management team** with specific skill sets working throughout the natural gas and telecommunications industries. Our team can handle the challenges and obstacles by focusing on industry-specific tasks. The knowledge gained from each project helps us **reduce costs** in the future with **better planning** and awareness of what challenges may arise.

**Affiliations and Certifications:** Members of the Northeast Gas Association (NGA), our employees are OSHA certified, confined space trained, and Gas Operator Qualified through the NGA and Con Edison.

- **Electrical Infrastructure**
- **Telecommunications**
- **Natural Gas Main/Services/Leaks**

# Development & Consulting

## Concept to Concrete

**Brownfield sites, waterfront revitalization, and energy efficient housing—we have done it all.** As part of our commitment to improving life in the Tri-State region, we have put environmentally compromised land to productive reuse instead of developing on untouched land.

As a developer, we are able to take advantage of all of our business units to solve complex construction problems. Our various business units merge to provide a seasoned line-up of experts, who get the job done safely, on time and on budget.

**We also offer the following consulting services:**

- **Evaluation of Critical Infrastructure**
- **Permit Management**
- **Pre-construction 3D Scanning**
- **Environmental Strategies**
- **Owner Representation and Project Management**

***This is what makes us different.***
***This is what makes us Posillico.***

# History & Culture

## The Posillico Family

For four generations, Posillico has combined an ironclad commitment to **quality and performance** with an unequaled **family work ethic**, making the company a leader in public and private work projects.

Incorporated in 1946 under the presidency of Joseph D. Posillico, Sr. as a small trucking contractor, with five employees, the company has grown to become one of the **top construction firms** in New York. We serve the entire Tri-State area and employ hundreds of people.

The culture of the company has been of great importance from the beginning. The natural "family" atmosphere that Posillico began with has extended to incorporate all those who choose to work here. Many of our employees have been with us for 30 or 40 years and some families are on their 3rd generation.

## 1940s

Construction of suburbia on Long Island. J.D. Posillico, Inc. hauls brick for new homes for returning GI's.

**MILESTONES**

- January 30, 1946: J.D. Posillico, Inc. is started by Joseph D. Posillico, Sr., Americo Posillico and Virginia Seeley.

## 1950s

J.D. Posillico, Inc. expands with providing subcontractor site construction services for residential developments.

**MILESTONES**

- Dominic and Mario Posillico join the firm in 1956.
- Dominic Posillico heads the estimating and engineering departments. He is instrumental in developing an innovative steel sheeting system for the installation of deep drainage and sewer systems.

## 1960s

J.D. Posillico, Inc. expands subcontracting capacity for new roads and schools being built for the first baby boomers.

**MILESTONES**

- Mario A. Posillico returns in 1960—after three years in the U.S. Navy—and begins reshaping the company into a major general contractor. He is instrumental in promoting public works projects for local and state governments.
- 1963 Charles Gargano, P.E. joins the firm, transforming J.D. Posillico, Inc. field operations into one of the best on Long Island.
- Joseph D. Posillico, Jr. joins the firm in 1965 and guides the company expansion into the asphalt business and the installation of deep drainage and sewer systems.

## 1970s

J.D. Posillico, Inc. becomes a general contractor performing bridgework, roadwork and becomes a major builder of sewer infrastructure for Nassau and Suffolk Counties.

**MILESTONES**

- 1971 Posillico Bros. Asphalt Co. is formed and the plant is erected in Farmingdale, NY.
- J.D. Posillico, Inc. innovatively implements the use of vibratory steel sheeting and large scale dewatering for sewer programs in Nassau and Suffolk Counties, saving millions of taxpayer dollars.
- J.D. Posillico, Inc. completes over $500 million in sewer infrastructure.

## 1980s

J.D. Posillico, Inc. and Posillico Bros. Asphalt Co. expand their capacity in road and bridge construction during NYSDOT major highway and bridge reconstruction programs. J.D. Posillico, Inc. performs major Long Island landfill closures.

**MILESTONES**

- J.D. Posillico, Inc. focuses on major New York State road construction and bridge initiatives.
- J.D. Posillico, Inc. initiates construction on the Meadowbrook and Northern State Parkways.
- Construction of the Nassau Expressway.
- Major rehabilitation of the Southern State Parkway.
- Joseph D. Posillico, Sr., Dominic Posillico and Virginia Seeley retire.
- Charles Gargano leaves for government service.
- Third generation of Posillico family completes engineering degrees and begins reshaping the future of Posillico.

## 1990s

Posillico Bros. Asphalt Co., LLC and Blue Water Environmental, Inc. team up to develop innovative soil and asphalt recycling technologies in response to limited disposal space created by the push to close Long Island landfills.

**MILESTONES**

- 1991 Blue Water Environmental, Inc. is formed.
- 1992 J.D. Posillico, Inc. constructs the first HOV project on the Long Island Expressway.
- 1992 Posillico Bros. Asphalt Co., LLC receives one of New York State's first petroleum contaminated soil recycling permits.
- 1996 J.D. Posillico, Inc. celebrates 50 years in business.

## 2000s

Faced with new challenges of an aging suburbia, Posillico looks to develop an integrated construction approach to solving regional transportation, environmental and developmental problems.

**MILESTONES**

- Posillico's corporate office relocates, providing nearly 20,000 sq. ft. state-of-the art office and training space.
- Posillico Civil, Inc. wins a $360 million JV project with Tully Construction to reconstruct the Belt Pkwy.
- Posillico Development, LLC embarks on its first "Brownfield Project."
- J.D. Posillico, Inc. completes last two HOV expansion projects capping a $600+ million portion of a $1 billion HOV construction program.
- Leadership and project management training is implemented to elevate standards of excellence across all business units.
- Business units unite within one organization, one brand, "Posillico."

J.D. Posillico, Inc. is now Posillico Civil, Inc.

Posillico Bros. Asphalt Co., LLC is now Posillico Materials, LLC

Blue Water Environmental, Inc. is now Posillico Environmental, Inc.

Piles, Drilling & Underground Solutions is now Posillico Drilling, Inc.

Metron Development Service, LLC is now Posillico Consulting, LLC

Posillico Development Company, LLC is now Posillico Development, LLC

## 2010 – Present

Posillico continues to grow and approach each challenge as a new opportunity. Our mission statement of completing projects safely and on time continues to propel us into the future by embracing Design-Build and Value Engineering as a way to meet the challenges of large-scale public works.

**MILESTONES**

- 2010 Posillico's fourth generation begins working at the company.
- 2013 Posillico is awarded its first design-build project; NYSDOT Design-Build Accelerated Bridge Program.
- 2013 Posillico Materials, LLC unveils its new rail siding and materials transfer depot.
- 2014 Posillico Civil, Inc. completes its Replacement of Belt Parkway Bridges project for $364 million.
- 2015 Posillico acquires a full-service utility contractor now known as Northeast Utilities to capture a new market.
- 2016 Posillico Civil, Inc. celebrates its 70th year, Posillico Materials, LLC celebrates its 45th year and Posillico Environmental, Inc. celebrates its 25th year.
- 2017 Posillico opens a second asphalt plant, Posillico Materials East, LLC, located in Holtsville, NY.
- 2017 Posillico and its partners break ground at Garvies Point in Glen Cove, NY; a 27 acre mixed used land reclamation project.

Posillico We know how.®

*MTA Emergency Vent Plant*
*Long Island City, NY*

www.posillicoinc.com

# Design-Build Project Awards

## NYSDOT Wellwood Avenue over Route 27
**ASCE LI:** 2018 Project of the Year - Highways
**AGC NY:** 2017 Jeffrey J. Zogg Build NY Award

## NYSDOT Route 347, Phase III
**NYSSPE LI:** 2018 Outstanding Engineering Achievement Award

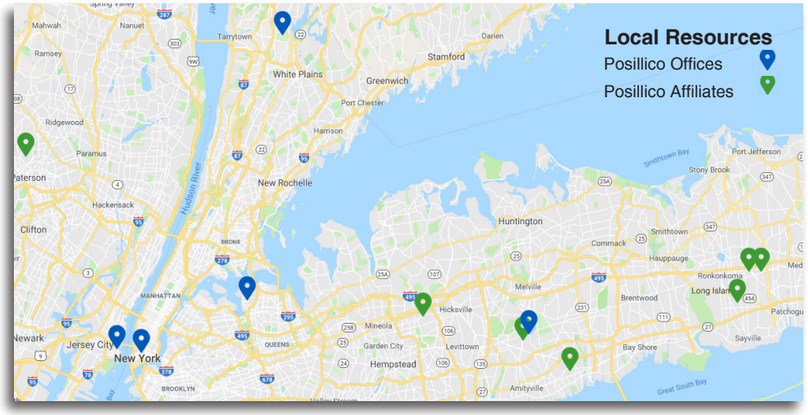
## NYSDOT Accelerated Bridge Rehabilitation
**ASCE LI:** 2014 Project of the Year - Bridges
**AGC NY:** 2013 Excellence in Partnering Award

## NYSDOT Route 347, Phase I
**ACEC:** 2017 Engineering Excellence Gold Award
**ASCE LI:** 2016 Project of the Year - Highways

## LIRR Second Track, Phase I
**ASCE LI:** 2017 Design-Build Award

## LIRR Ellison Avenue Bridge Replacement
**ACEC:** 2017 Excellence in Engineering Platinum Award - Category C: Structural Systems
**ASCE LI:** 2016 Project of the Year - Bridges

Posillico Design-Build




For more information regarding **Design-Build**, contact: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***Municipal Operations Manager***
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**Carleen King, Assoc. DBIA**
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**posillicoinc.com**

# BEST VALUE PRACTICES

***Posillico*** is experienced in partnering for Design-Build (DB) success. We promote quality through continuous improvement and innovation during all stages of design and construction. We pride ourselves in **Employing Design-Build Principles of Partnering:** design excellence, integrated project delivery and cohesive organizational development that allows our DB Team to maximize benefits and optimize solutions for public and private owners; for all stakeholders.

Our specialized proven procedures, methodology and management systems have been successful since our completion of Long Island's first NYSDOT DB Project in 2006. This project won multiple awards for partnering (Accelerated Bridge Project DB 2014 Project of the Year Award from ASCE LI and the 2013 Excellence in Partnering Award from AGC NYS). In the twelve years since, we have been awarded **10 DB Projects** (from multiple owners) with a total value exceeding over $660 Million dollars. Several of these projects have also received awards, including the 2017 Jeffrey J. Zogg Build New York Award for DB Services for Wellwood Avenue over Route 27 and the 2017 ASCE LI DB Project of the Year Award for DB Services for the New Second Track on Main Line Ronkonkoma Branch, Phase I, as well as multiple other ACE Industry awards.

***Posillico*** provides an unparalleled commitment to project **quality assurance/quality control** from executive leadership, through to management and all levels of project delivery. Our detailed QA/QC procedures have been applied successfully to a large number of complex projects including many owned by the NYSDOT, MTA, LIRR, and NYCT.

Critical to DB, ***Posillico's*** Health and Safety Department has established and maintained a safe working environment through training, communication, and execution. They continually support the education, training, and assessment of activities that are required to help us identify and eliminate health and safety risks.

***Posillico*** facilitates best-value DB project delivery by creating a **unified flow of work** through organizational development, stakeholder collaboration and optimizing benefits and solutions for public and private owners. Our cost-effective solutions maximize the lifetime of those critical public and private infrastructure projects:

- Bridges
- Roadways
- Structural (Drilling & Excavation)
- Transit
- Waste Water

***Posillico*** has a stalwart commitment to project success. Our record of communicating with all stakeholders in a cooperative and functional manner has resulted in seventy-two years of delivering many large and highly complex civil construction projects safely, on-time and within budget to public agencies and private owners in the Greater NYC Metro Area. ***Posillico's*** home offices are in Farmingdale, however, we also have offices and a yard in College Point, and an office in Valley Cottage where we offer commercial, industrial, and municipal underground utility services. ***Posillico*** also has offices and resources in Jersey City and Prospect Park, New Jersey.

***Posillico*** is dedicated to setting the standard for excellence in the construction industry relative to: infrastructure, environment, quality of life, and making a difference through innovation and solid relationships at all levels. ***We Know How*** to solve complex construction problems, completing all projects **safely, on time, on target, and on budget.**

# PRINCIPLES OF DESIGN-BUILD

## Vision - Mission - Core Values

***Vision*:** To be the employer and organization of choice in each of the markets we serve.
***Mission*:** Posillico is the company which knows how to solve complex construction problems, completing all projects safely, on time, on target, and on budget.
***Core Values*:** All of our employees, in each of our companies, are expected to demonstrate the following core values in each of their daily interactions with others, inside and outside of the company:

Caring and Committed
Mature and Self-Disciplined
Open Minded and Teachable
Ethical
Accountable
Innovative/Collaborative

## Best Practices*

***Posillico*** prides itself on industry education and best practices. Many of our DB Team members are ***DBIA Certified Professionals*** dedicated to maintaining our relevance in the market.

1. All Design-Build Team members should be educated and trained in the Design-Build process, and be knowledgeable of the differences between Design-Build and other delivery systems.
2. The DB Team should establish logistics and infrastructure to support integrated project delivery.
3. The DB Team, at the outset of the project, should establish processes to facilitate timely and effective communication, collaboration, and issue resolution.
4. The DB Team should focus on the design management and commissioning/turnover processes and ensure that there is alignment among the team as to how to execute these processes.

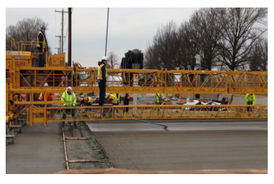
***Design-Build Institute of America, 2014**

## Community Outreach

Community outreach and communication avenues provide stakeholders with the opportunity to communicate their ***concerns and interests*** and are key to a project's success. Obtaining feedback from and initiating a two-way dialogue with stakeholders before construction begins and through project completion is crucial to working with the community and ***reducing the risk*** of costly delays from community contention or negative press. These stakeholders include, but are not limited to, civic groups, emergency services, unions, local businesses, and Minority ***(MBE)***, Women ***(WBE)***, Disadvantaged ***(DBE)***, and Service Disabled Veteran ***(SDVOB)*** Owned Businesses.

## Safety

**T**ogether **E**mployees **A**ccomplish **M**ore. Health and safety of the local communities and our workers is our highest priority.
***Posillico*** works hard to maintain its safety culture and outstanding record of accomplishment. Our project supervisors are keenly aware of the discipline required to perform high profile projects in a low profile, non-disruptive manner, safely and on time. Our program begins with the notion that ***safety begins with teamwork.***



**Accelerated Bridge Replacement**

Rehabilitation of six bridges at various locations in Nassau and Suffolk Counties. Each project site included complete bridge deck replacement, new bridge sidewalks and railing, approach slabs, bridge joints, and repairs to the bearings and pedestals. This was a design-build project, selected by best-value combining price and technical approach.

**Ronkonkoma Branch Second Track, Phase I**

Installation of a second track running parallel to the existing Ronkonkoma Branch rail from Ronkonkoma Station to a point west of the Central Islip Station, a total of 5.5 miles. Construction operations included building of modular block and soldier pile with panel retaining walls, grading, placing and compacting sub-ballast, relocating a pedestrian bridge, and rebuilding four grade crossings to create the roadway for the second track.

**Ellison Avenue Bridge Replacement**

The team coordinated and executed a complete bridge replacement in a residential community, which required close coordination with the Village of Westbury and adequate advanced notification to residents affected by construction. Work was planned on weekdays during daytime hours to minimize impact to adjacent residences with only two LIRR weekend track outages.

**Ronkonkoma Branch Second Track, Phase II**

Construction of a second track from Central Islip to Farmingdale Station including the building of retaining walls and grading for track bed and installation of cable troughs for the placement of LIRR signal cables and wiring. Work was completed in an accelerated 17 month schedule allowing for the placement of the new second track to be completed by fall 2018.

**NY Route 347, Phase I**

Project to rehabilitate a mile of Route 347 and add an additional lane in each direction. Work included new drainage, sound walls, median barrier, landscaping, and paving. This project has improved safety and mobility by transforming Route 347 into a greenway for Evergreen Status through the NYSDOT GreenLites program.

**Wreck Lead Submarine Cable Replacement**

Project involved the replacement of power, signal and communications submarine cables located across Reynolds Channel between Long Beach and Island Park. Restoration was necessary as a direct result of damage caused to LIRR's infrastructure from Superstorm Sandy. The Long Beach branch was one of the four key areas on LIRR's property severely damaged by the storm.

**NY Route 347, Phase III**

Improvements & reconstruction of Rte 347 from Terry Road to Gibbs Pond Road including highway widening to 3 lanes in each direction, raised landscaped medians, continuous sidewalks along the north side and a shared use path for bicycles and pedestrians along the south side. Other rehabilitations include pavement reconstruction, a positive drainage system, landscaping, bus shelters and utility relocations.

**Wellwood Avenue Bridge over Route 27**

This project provided for the replacement of the aluminum bridge on Wellwood Avenue over Route 27, an experimental bridge built over 50 years ago. The four-span aluminum bridge was replaced with a two-span adjacent prestressed box beam bridge supported on concrete stub abutments behind mechanically stabilized earth system walls and a concrete stem pier.

Posillico
We know how.
Posillico
CAT

# People First. Be Safe.

## Safety

***"At Posillico, we believe that safety requires open communication, accountability, ownership, and a personal commitment by members of the organization. Nothing is more important than maintaining an injury and incident free workplace."***
***- Joseph K. Posillico, President/CEO, 2017***

We strive to be the best in our business, and we have enjoyed success and sustainability due to the hard work and dedication of the people within our organization, who have been and continue to be our most valuable and important resource.

Our corporate health and safety program reflects our commitment to ensuring safe work sites and the safety of our workers and subcontractors. We work hard to ensure a safety culture that addresses and integrates safety into everything that we do. From pre-construction, through pre-planning and implementation, we believe that a well-trained, informed and aware organization translates into safe work and projects built on time and on budget.

We focus on preventing loss, incidents, and injuries before they occur, and we provide health and safety training and mentoring programs for all new employees and on-going training to our managers and crews. Regular training and constant reinforcement gives all of our employees the knowledge to identify and the authority to correct hazardous situations before accidents happen. Everyone working on our construction sites or in our facilities can hit the **"Stop Button"** when unsafe conditions exist.

We strive to continuously improve and impart best practices to all of our employees and subcontractors. Providing a safe working environment ensures that we will continue to set the standard for our industry.

Our dedicated employees are vigilant in training. They are aware of and apply basic safety principals. Teamwork and awareness make our construction sites and our people safe.

**Main Office**
1750 New Highway
Farmingdale, NY 11735
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F: 631.249.8124
www.posillicoinc.com

Posillico
We know how.

### Posillico is New York's Premier Self-Performing General Contractor

**Experience.** Since 1946, we have been one of the leaders in the construction industry for the Tri-State area. From first breaking ground on the Long Island Expressway to foundation and environmental projects in Manhattan, we have been successful in mastering the complexities of New York construction.

**Confidence.** When the reputations of all those involved are on the line, we maintain a high-level of confidence - ***We know how*** to get the job done, especially in evolving environments. Our family of clients is confident of their project's success because they have prospered from our results in the past.

**People.** Experience and confidence define our team. We have the best people in the industry working together towards a common goal. From our project managers and engineers to foremen, key laborers, and support staff, every member of our team is highly qualified and work together as a team. The construction industry is challenging, complicated and demanding. Our qualified professionals possess the fundamental experience necessary to impart confidence that our client's projects will succeed.

**Safety.** When people are involved, safety is more important than just a slogan. We are committed to achieving top safety performance in our industry. Our people and projects both come home on time… safely.

### We Embrace Complex Projects

Not only do we like the tough jobs, but we also excel at them. The key to our continued success is the seamless integration of our various business units. We offer a multi-disciplinary excellence – we thrive on value engineering innovative solutions for challenging projects. Our management approach allows us to gauge project complexity from the start and appropriately manage along the way.

In the construction industry, scopes continually change, and issues arise. Our collaborative effort is the key to getting complex projects completed safely, on time and on budget.

## Civil - Private

### Foundations
### Subgrade to Sidewalk

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Posillico | Civil - Wastewater

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*Hoboken Block 110 Remediation*
*Hoboken, NJ*

Posillico | Environmental

## Paving

### Experience & Latest Technology

**We believe, that over 45 years of paving qualifies us as experts.** Since 1971, we have been providing top quality paving services throughout the Tri-State area. From resurfacing most of Long Island's main thoroughfares including the Long Island Expressway, to paving commercial parking lots, our knowledge and experience in paving are the keys to our success.

**We not only break ground to maintain our country's infrastructure, but we break ground in new technology.** The quality and workmanship of our Paving division is at the forefront of the industry. Our equipment is constantly updated with the newest and latest technology including intelligent compaction for density and 3D GPS systems for our pavers.

- **Highways**
- **Airport Runways**
- **Municipal Roadways**
- **Parking Lots**

# Drilling

## Integrated Engineered Solutions

**We have been installing foundation support systems for over 40 years.** Starting with innovative vibration hammer techniques in 1970, we have always strived for obtaining, understanding, and perfecting the latest technology. Our forward-thinking mindset combined with a staff of talented professional engineers and managers enables us to solve complex foundation problems that our competitors cannot.

- **Steel Sheet Piling**
- **Drilled CFA Piles**
- **Mini/Micropiles**
- **Deep Soil Mixing**
- **Slurry Walls**
- **Timber Piles**
- **Underpinning**
- **Tie-backs**
- **Driven H Piles**
- **Drilled Caissons**
- **Marine Bulkheads**
- **Noise Wall Foundations**
- **Low Vibration Applications**

*Rockefeller University*
*New York, NY*

# Utilities

## Safety, Schedule & Skill Set

**We are a full-service utility contractor in the natural gas transmission and distribution industry as well as the telecommunications industry.** Our experienced team focuses on delivering **cost-effective** solutions, bringing projects in safely, on time, and on budget.

Our repeat client base is built on an **experienced management team** with specific skill sets working throughout the natural gas and telecommunications industries. Our team can handle the challenges and obstacles by focusing on industry-specific tasks. The knowledge gained from each project helps us **reduce costs** in the future with **better planning** and awareness of what challenges may arise.

**Affiliations and Certifications:** Members of the Northeast Gas Association (NGA), our employees are OSHA certified, confined space trained, and Gas Operator Qualified through the NGA and Con Edison.

- **Electrical Infrastructure**
- **Telecommunications**
- **Natural Gas Main/Services/Leaks**

# Development & Consulting

## Concept to Concrete

**Brownfield sites, waterfront revitalization, and energy efficient housing—we have done it all.** As part of our commitment to improving life in the Tri-State region, we have put environmentally compromised land to productive reuse instead of developing on untouched land.

As a developer, we are able to take advantage of all of our business units to solve complex construction problems. Our various business units merge to provide a seasoned line-up of experts, who get the job done safely, on time and on budget.

**We also offer the following consulting services:**

- **Evaluation of Critical Infrastructure**
- **Permit Management**
- **Pre-construction 3D Scanning**
- **Environmental Strategies**
- **Owner Representation and Project Management**

***This is what makes us different.***
***This is what makes us Posillico.***

# History & Culture

## The Posillico Family

For four generations, Posillico has combined an ironclad commitment to **quality and performance** with an unequaled **family work ethic**, making the company a leader in public and private work projects.

Incorporated in 1946 under the presidency of Joseph D. Posillico, Sr. as a small trucking contractor, with five employees, the company has grown to become one of the **top construction firms** in New York. We serve the entire Tri-State area and employ hundreds of people.

The culture of the company has been of great importance from the beginning. The natural "family" atmosphere that Posillico began with has extended to incorporate all those who choose to work here. Many of our employees have been with us for 30 or 40 years and some families are on their 3rd generation.

## 1940s

Construction of suburbia on Long Island. J.D. Posillico, Inc. hauls brick for new homes for returning GI's.

**MILESTONES**

- January 30, 1946: J.D. Posillico, Inc. is started by Joseph D. Posillico, Sr., Americo Posillico and Virginia Seeley.

## 1950s

J.D. Posillico, Inc. expands with providing subcontractor site construction services for residential developments.

**MILESTONES**

- Dominic and Mario Posillico join the firm in 1956.
- Dominic Posillico heads the estimating and engineering departments. He is instrumental in developing an innovative steel sheeting system for the installation of deep drainage and sewer systems.

## 1960s

J.D. Posillico, Inc. expands subcontracting capacity for new roads and schools being built for the first baby boomers.

**MILESTONES**

- Mario A. Posillico returns in 1960—after three years in the U.S. Navy—and begins reshaping the company into a major general contractor. He is instrumental in promoting public works projects for local and state governments.
- 1963 Charles Gargano, P.E. joins the firm, transforming J.D. Posillico, Inc. field operations into one of the best on Long Island.
- Joseph D. Posillico, Jr. joins the firm in 1965 and guides the company expansion into the asphalt business and the installation of deep drainage and sewer systems.

## 1970s

J.D. Posillico, Inc. becomes a general contractor performing bridgework, roadwork and becomes a major builder of sewer infrastructure for Nassau and Suffolk Counties.

**MILESTONES**

- 1971 Posillico Bros. Asphalt Co. is formed and the plant is erected in Farmingdale, NY.
- J.D. Posillico, Inc. innovatively implements the use of vibratory steel sheeting and large scale dewatering for sewer programs in Nassau and Suffolk Counties, saving millions of taxpayer dollars.
- J.D. Posillico, Inc. completes over $500 million in sewer infrastructure.

## 1980s

J.D. Posillico, Inc. and Posillico Bros. Asphalt Co. expand their capacity in road and bridge construction during NYSDOT major highway and bridge reconstruction programs. J.D. Posillico, Inc. performs major Long Island landfill closures.

**MILESTONES**

- J.D. Posillico, Inc. focuses on major New York State road construction and bridge initiatives.
- J.D. Posillico, Inc. initiates construction on the Meadowbrook and Northern State Parkways.
- Construction of the Nassau Expressway.
- Major rehabilitation of the Southern State Parkway.
- Joseph D. Posillico, Sr., Dominic Posillico and Virginia Seeley retire.
- Charles Gargano leaves for government service.
- Third generation of Posillico family completes engineering degrees and begins reshaping the future of Posillico.

## 1990s

Posillico Bros. Asphalt Co., LLC and Blue Water Environmental, Inc. team up to develop innovative soil and asphalt recycling technologies in response to limited disposal space created by the push to close Long Island landfills.

**MILESTONES**

- 1991 Blue Water Environmental, Inc. is formed.
- 1992 J.D. Posillico, Inc. constructs the first HOV project on the Long Island Expressway.
- 1992 Posillico Bros. Asphalt Co., LLC receives one of New York State's first petroleum contaminated soil recycling permits.
- 1996 J.D. Posillico, Inc. celebrates 50 years in business.

## 2000s

Faced with new challenges of an aging suburbia, Posillico looks to develop an integrated construction approach to solving regional transportation, environmental and developmental problems.

**MILESTONES**

- Posillico's corporate office relocates, providing nearly 20,000 sq. ft. state-of-the art office and training space.
- Posillico Civil, Inc. wins a $360 million JV project with Tully Construction to reconstruct the Belt Pkwy.
- Posillico Development, LLC embarks on its first "Brownfield Project."
- J.D. Posillico, Inc. completes last two HOV expansion projects capping a $600+ million portion of a $1 billion HOV construction program.
- Leadership and project management training is implemented to elevate standards of excellence across all business units.
- Business units unite within one organization, one brand, "Posillico."

J.D. Posillico, Inc. is now Posillico Civil, Inc.

Posillico Bros. Asphalt Co., LLC is now Posillico Materials, LLC

Blue Water Environmental, Inc. is now Posillico Environmental, Inc.

Piles, Drilling & Underground Solutions is now Posillico Drilling, Inc.

Metron Development Service, LLC is now Posillico Consulting, LLC

Posillico Development Company, LLC is now Posillico Development, LLC

## 2010 – Present

Posillico continues to grow and approach each challenge as a new opportunity. Our mission statement of completing projects safely and on time continues to propel us into the future by embracing Design-Build and Value Engineering as a way to meet the challenges of large-scale public works.

**MILESTONES**

- 2010 Posillico's fourth generation begins working at the company.
- 2013 Posillico is awarded its first design-build project; NYSDOT Design-Build Accelerated Bridge Program.
- 2013 Posillico Materials, LLC unveils its new rail siding and materials transfer depot.
- 2014 Posillico Civil, Inc. completes its Replacement of Belt Parkway Bridges project for $364 million.
- 2015 Posillico acquires a full-service utility contractor now known as Northeast Utilities to capture a new market.
- 2016 Posillico Civil, Inc. celebrates its 70th year, Posillico Materials, LLC celebrates its 45th year and Posillico Environmental, Inc. celebrates its 25th year.
- 2017 Posillico opens a second asphalt plant, Posillico Materials East, LLC, located in Holtsville, NY.
- 2017 Posillico and its partners break ground at Garvies Point in Glen Cove, NY; a 27 acre mixed used land reclamation project.

Posillico We know how.®

*MTA Emergency Vent Plant*
*Long Island City, NY*

www.posillicoinc.com

# Employee Handbook

***Sixth Edition***

***January 2022***

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Welcome to Posillico Inc. and its integrated companies, divisions, subsidiaries, entities, affiliates, joint ventures, partnerships, including but not limited to P. Park, UHPC Solutions and Southern Border Constructors, in the heavy construction industry. We have maintained a commitment to producing quality work and providing innovative engineering products and services for our clients. Our dedication and commitment continues to set the highest standards for excellence in our industry and for our clients.

The Posillico family has preserved its commitment to values, innovation in construction, and partnering with clients since 1946. We uphold our pledge for on-time performance, fiscal accountability, and a strong work ethic. The ideals of developing technical skills and educating our Employees that were started by our founder, Joseph D. Posillico Sr., continue to be the foundation of our company today.

We expect to be the employer and organization of choice in each of the markets that we serve. Every Employee is expected to adhere to Posillico's core competencies of teamwork, communication, self-regulation, empathy, and motivation for self and our company. Additionally, all Employees should know and exhibit the core values that Posillico has set forth including being caring/committed, open-minded/teachable, mature/self-disciplined, ethical, collaborative/innovative with an emphasis on diversity, equity and inclusion, and accountable. These are not just ways of being; they are the principles that our company was founded upon. It is these principles that will continue to inspire and lead the way for our future.

Posillico has grown over the years through its sound operations and well-known reputation. This has made us a stronger and a more reliable company that is able to sustain fluctuations in market conditions. By focusing our unique corporate entities under Posillico, we can better serve our clients by providing a complete range of services for all their needs.

Posillico is ready to seize the opportunities that will build well-defined infrastructures, preserve the environment, and improve the quality of life where we live.

Joseph K. Posillico, Chief Executive Officer and President

# INTRODUCTORY STATEMENT

This Employee Handbook is designed to acquaint you with Posillico Inc. and its integrated companies, divisions, subsidiaries, affiliates, entities, joint ventures, partnerships, including but not limited to P. Park, UHPC Solutions and Southern Border Constructors (collectively referred to as "Posillico", "Employer" or "Company") and to provide you with information about our environment, Employee benefits, and some of the policies affecting your employment. It describes many of your responsibilities as an Employee and outlines programs developed by Posillico to benefit our Employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. You should read, understand, and comply with all lawful provisions of the Employee Handbook.

This Employee Handbook is only considered a source of reference. Neither this Employee Handbook nor any communication by a management representative is intended to create an employment contract, bargain, or agreement, or a contractual obligation of any kind between any Posillico member and its Employees. The need may arise from time to time to change, add to, or rescind the policies, or benefits described in this Employee Handbook as well as other Posillico guidelines, policies, or working conditions. Therefore, Posillico and its plan administrators, if applicable, shall have the maximum discretion permitted by law to revise, supplement, or rescind any policies, benefits or any portion of this Employee Handbook as the organization deems appropriate, in their sole and absolute discretion, without notice, although an effort may be made to advise Employees of changes as they occur. Nothing in this Employee Handbook should be construed as a promise of specific treatment in any specific situation upon which an Employee should rely.

Neither the Employee nor Posillico is bound to continue the employment relationship for any specific period of time. Employees are employed with Posillico at-will, which means they may end their employment relationship with Posillico at any time for any reason. Likewise, Posillico may end its employment relationship with an Employee at any time, for any reason. Only the Chief Executive Officer or the Board of Directors of Posillico can approve any exceptions to the standard at-will employment relationship or provide any Employee, individually or on a collective basis, with an employment contract or special arrangement concerning the terms or conditions of employment, and such exceptions or contracts/arrangements must be set forth in a written document.

For Employees represented by a labor organization whose terms and conditions of employment are covered under a collective bargaining agreement, if there are any conflicts between the terms of this Employee Handbook and the applicable collective bargaining agreement, the collective bargaining agreement shall prevail.

This notice applies to all Employees regardless of date of hire.

## 100 EMPLOYMENT

## 110 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Posillico is committed to providing equal employment opportunity for all persons regardless of race, color, religion, creed, national origin, citizenship status, ancestry, sex, gender identity and expression, age, disability, marital status, pregnancy, sexual orientation, veteran status, genetic information or any other protected characteristic under applicable federal, state, or local law.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

Some examples of conduct that might be considered harassment include ethnic slurs, racist jokes, pornographic e-mail, unwelcome touching, display of offensive pictures, or any other verbal or physical conduct based on a protected characteristic under applicable federal, state, or local law that has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Posillico considers harassment in all forms to be a serious offense.

We will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified Employees with disabilities, without regard to any protected classifications, unless the accommodation would impose an undue hardship on the operation of our business. Any Employee who needs assistance to perform his or her job duties because of a physical or mental condition should contact Human Resources.

Employees who have been subject to prohibited discrimination or harassment should immediately report the incident in accordance with the Company's Sexual and Other Harassment policy.

To ensure our workplace is free of artificial barriers, violations of this policy may result in disciplinary action, up to and including discharge. We will not allow any form of retaliation against Employees who raise issues of equal employment opportunity.

## 115 DIVERSITY EQUITY AND INCLUSION

Diversity, Equity, & Inclusion is directly aligned with Posillico's core values. We are dedicated to the promotion of DE&I and prioritize the importance of inclusivity within our workplace and community. As an organization, we expect all employees to exhibit empathy and treat one another with the highest levels of respect. We will not accept or tolerate anything less. We are all responsible for fostering an inclusive atmosphere in which employees of diverse backgrounds are comfortable in the workplace.

Posillico's DE&I Mission Statement: Posillico values respect, diversity, inclusion, and equality. We are committed to cultivating an inclusive environment in which we embrace diversity across the organization and community.

## 120 ANTI-HARASSMENT INCLUDING SEXUAL HARASSMENT

**Policy Statement**

Posillico Civil, Inc. and all current and former parents, subsidiaries, affiliates, related companies, partnerships, and/or joint ventures, and, with respect to each of them, their predecessors and successors (collectively, the "Company") is committed to maintaining a workplace free of unlawful harassment. The Company strictly prohibits and does not tolerate unlawful harassment against employees, interns, whether paid or unpaid, independent contractors, volunteers, customer, client, vendor, or other third party or any other covered persons because of race, color, religion, creed, national origin, ancestry, sex, gender, gender identity or expression (including status as a transgender individual), age, sexual orientation (including actual or perceived heterosexuality, homosexuality, bisexuality, and asexuality), physical or mental disability (including gender dysphoria and similar gender-related conditions), citizenship, genetic information or predisposing genetic characteristics, marital status, familial status, domestic violence victim status, military status, including past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, New York, or local law. This policy is one component of the Company's commitment to a discrimination-free work environment.

## SEXUAL HARASSMENT DEFINED

Sexual harassment is considered a form of employee misconduct. Appropriate disciplinary action will be taken against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.

Sexual harassment means any harassment based on someone's sex, gender, sexual orientation, sexual identity, transgender status (including pregnancy, childbirth and related medical conditions), or gender expression. Sexual harassment can occur between any individuals, regardless of their sex or gender. Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, even if the individual is not the intended target.

Sexual harassment can be verbal (e.g., jokes, insults, gestures or teasing), visual (e.g., offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (e.g., unwanted touching, physically threatening another) that denigrates or shows hostility or aversion towards an individual based on sex or gender, gender identity, gender expression and/or sexual orientation.

Examples of conduct that violate this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes, noises, or comments about a person's body, sexual prowess, sexuality, sexual experience, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails, text messages, posts or voicemails
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender
- sex stereotyping

The above list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

Sexual harassment and all other forms of harassment are prohibited both at the workplace and outside the workplace, for example at Company-sponsored events.

## SEXUAL HARASSMENT COMPLAINT AND REPORTING PROCEDURE

Any employee, intern, independent contractor, or non-employee who has been subjected to behavior that may constitute sexual harassment, or witnesses behavior that may constitute sexual harassment, is encouraged to promptly speak to, write, email, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor and/or Lisa Dippel, VP, Human Resources, or any member of management with whom the employee feels comfortable, ideally within ten (10) days of the offending conduct. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel, VP, Human Resources. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please contact Joseph K. Posillico, President & CEO, immediately.

Reports of sexual harassment may be made verbally or in writing. To submit a written complaint of sexual harassment, employees are encouraged to use a Company complaint form which is attached hereto and can be found on the Company Intranet.

The Company is committed to enforcing this policy against all forms of harassment, including sexual harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report sexually harassing or other harassing conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

## SEXUAL HARASSMENT INVESTIGATION PROCEDURE

The Company takes all complaints of harassment seriously. The Company will promptly and thoroughly investigate the facts and circumstances of all complaints of sexual and other harassment, whether the complaint was made verbally or in writing. Any employee may be required to cooperate as needed in an investigation of suspected sexual or other harassment. All persons involved, including complainants, witnesses, and alleged harassers, will be accorded due process to protect their rights to a fair and impartial investigation. The investigation will be kept confidential to the greatest extent possible, consistent with conducting a thorough and fair investigation.

While the investigation process may vary from case to case, the Company generally investigates as follows:

- The Company will interview the complainant and the accused, conduct further interviews as necessary, and review documents or other information the investigator believes are relevant.

- Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable, good-faith evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

Any employee found to have engaged in conduct in violation of this policy will be considered to have engaged in employee misconduct. Individuals who violate this policy (which includes supervisory or management personnel who fail to report or knowingly allow sexually harassing behavior to continue) will be subject to disciplinary action, up to and including termination from employment. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

## SEXUAL HARASSMENT ALTERNATIVE REPORTING AND REMEDIES

The Company encourages employees to report incidents of sexual harassment internally. However, employees who believe they have been subjected to sexual harassment in the workplace also may seek relief by:

**New York State Division of Human Rights (DHR)** – The DHR enforces the New York State Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which protects employees, paid or unpaid interns and non-employees regardless of immigration status from unlawful discrimination, harassment or retaliation. The DHR has the power to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines. DHR's main office contact information is:

NYS Division of Human Rights
One Fordham Plaza, Fourth Floor

Bronx, New York 10458
(718) 741-8400 or (888) 392-3644
www.dhr.ny.gov

**United States Equal Employment Opportunity Commission (EEOC)** – The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). If an employee believes he/she has been subjected to harassment, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. The EEOCs contact information is:

1-800-669-4000 (1-800-669-6820 (TTY)),
www.eeoc.gov
Via email at info@eeoc.gov

Local jurisdictions may have additional protections against sexual harassment and discrimination. Employees can contact the county, city or town in which they live to find out if such a law exists.

**Nassau County:** Employees who work in Nassau County can file complaints of sexual harassment with the Nassau County Commission on Human Rights (240 Old Country Road, 6th Floor, Suite 606, Mineola, NY 11501; 516-571-3662; www.nassaucountyny.gov/414/Human-Rights-Commission).

**Suffolk County:** Employees who work in Suffolk County can file complaints of sexual harassment with the Suffolk County Human Rights Commission H. Lee Dennison Building, 100 Veterans Memorial Hwy, third Floor, Hauppauge, NY 11788; 631-853-5480; www.suffolkcountyny.gov/Departments/HumanRightsCommission.aspx).]

**New York City:** Employees who work in New York City (including any of the five boroughs) can file complaints of sexual harassment with the New York City Commission on Human Rights. It has a physical location in each of the five boroughs. The Manhattan location is located at 22 Reade Street, First Floor, New York, NY 10007; 212-306-7450; https://www1.nyc.gov/site/cchr/index.page).

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department or, in an emergency, dial 911.

## OTHER TYPES OF HARASSMENT

The Company's anti-harassment policy applies equally to harassment based on an employee's race, color, religion, creed, national origin, ancestry, age, physical or mental disability, citizenship, genetic information or predisposing genetic characteristics, marital status, familial status, domestic violence victim status, actual or perceived sexual orientation, military status, including past, present, or

prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or other inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).
- Online (for example, derogatory statements or suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated. Harassment is prohibited both at the workplace and at employer-sponsored events.

## HARASSMENT COMPLAINT PROCEDURE

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, email, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor and/or Lisa Dippel, VP, Human Resources, or any member of management with whom the employee feels comfortable, ideally within ten (10) days of the offending conduct. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel, VP, Human Resources. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please immediately contact Joseph K. Posillico, President & CEO, immediately.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.
Additionally, any manager or supervisor who observes harassing conduct must report the conduct to Lisa Dippel, VP, Human Resources so that an investigation can be made and corrective action taken, if appropriate.

Reports of harassment may be made verbally or in writing. To submit a written complaint of harassment, employees are encouraged to use a Company complaint form which is attached hereto and can be found on the Company Intranet.

## RETALIATION PROHIBITED

Retaliation against employees, interns, independent contractors, or any other covered individual who in good faith file complaints, or truthfully participate in or assist with an investigation or proceeding involving sexual or other harassment, is unlawful. The Company prohibits retaliation against individuals who complain of sexual harassment or other harassment who testify or assist in any proceeding under the law. Any such retaliation is unlawful. No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of

incidents of sexual harassment of any kind, pursuing any sexual harassment claim or other harassment claim, or assisting or cooperating in related investigations or other proceedings.

Retaliation is defined as adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting and investigation process set forth in this policy or testified or assisted in an investigation or proceeding involving an actual or perceived violation of this policy. Adverse conduct includes, but is not limited to any action that would keep an employee from reporting sexual harassment or other harassment or retaliation; shunning and avoiding an individual who reports sexual harassment or other harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or other harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or other harassment or retaliation or participated in the reporting and investigation process.

## RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

All supervisors and managers who receive a complaint or information about suspected sexual harassment or other harassment, observe what may be sexually harassing behavior or other harassing behavior, or for any reason suspect that sexual harassment or other harassment is occurring, are required to report such suspected sexual harassment or other harassment to Lisa Dippel, VP, Human Resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct or other harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or other harassment, or otherwise knowingly allowing sexual harassment or other harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

## VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, whom Lisa Dippel, VP, Human Resources determines has subjected an individual to harassment or retaliation in violation of this policy, or has knowingly allowed such behavior to continue, will be subject to discipline, up to and including termination of employment.

## ADMINISTRATION OF THIS POLICY

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about harassment that are not addressed in this policy, please contact Lisa Dippel, VP, Human Resources.

## EMPLOYEES COVERED UNDER A COLLECTIVE BARGAINING AGREEMENT

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Company. Wherever employment terms in this policy differ from the terms

expressed in the applicable collective bargaining agreement with the Company, employees should refer to the specific terms of the collective bargaining agreement, which will control.

## 130 EMPLOYMENT RELATIONS

Posillico endeavors to deal with our Employees openly, directly and consistently. We expect the very best from ourselves and from everyone connected with our organization.

We have an open door policy whereby Employees can let us know about issues they are experiencing in the workplace, and ways we can improve, to make us the best we can be. Employees can voice their concerns openly and directly to their immediate supervisor.

By doing such, it enables all of us at Posillico to work together to help make the environment more productive, and communications more clear. We demonstrate our commitment to our Employees by responding effectively to Employee concerns to the best of our abilities.

If for any reason you believe it is inappropriate to raise a particular issue with your immediate supervisor, or you are uncomfortable in doing so, you may speak directly with Human Resources.

We expect everyone to display the following values in each of their daily interactions with clients/customers, other business partners, and the general public.

**Caring & Commitment:** We respect our customers and colleagues through kindness, empathy and dedication.

**Open-Mindedness & Willingness to Learn:** We are considerate of diverse ideas and value opportunities to learn, grow and share with others.

**Maturity & Self-Discipline:** We practice emotional self-regulation and strong work ethics.

**Ethics:** We uphold our professional integrity, regulatory and moral responsibilities as we do business.

**Collaboration:** We uphold productive working relationships with our customers and colleagues to achieve our goals.

**Accountability:** We dependably and reliably honor our commitments.

## 140 DRUG-FREE WORKPLACE POLICY

It is the policy of Posillico to require all Employees reporting to work and remaining on duty to be able to perform their jobs in a safe and satisfactory manner.

In order to ensure that all Employees are suitably fit for work and to provide a safe work place and healthy workforce, Posillico has established certain rules and regulations.

**Alcohol**

Employees are strictly prohibited from reporting to work while being under the influence of alcohol or consuming alcohol during working hours. In addition, Employees are strictly prohibited from consuming alcoholic beverages at mealtime or during rest periods.

**Illegal Drugs**

Using or being under the influence of illegal drugs on or off the job is strictly prohibited. In addition, the use, manufacture, distribution, dispensing, possession, purchase, storage, transfer, sale of, or offer to sell or dispense illegal drugs on or off the job is prohibited. This includes meal and rest periods.

**Legal Drugs**

Any person other than the one for whom the drug was properly prescribed shall not bring said legal drugs onto Employer owned or controlled premises. Legal drugs are to be used only in a manner, combination and quantity as prescribed or directed. For certain job positions, an Employee's use of legal drugs can pose a significant risk to the safety of the Employee and others.

Therefore, Employees shall not operate any equipment or vehicles while taking legal drugs, unless the prescribing physician advises that such drugs will not impair the Employee's working abilities. The Employer reserves the right to require written confirmation that such drugs will not impair working abilities for Employees engaged in safety sensitive duties, and to take such other measures as may be appropriate to assure workplace safety and productivity.

**Discipline/Discharge for Violations**

Any violation of the foregoing provisions will subject the Employee to discipline up to and including discharge for a first offense.

**Employee Assistance**

Posillico recognizes that alcoholism and drug dependency may be illnesses and encourage our Employees and their family members to seek assistance in regard to these dependencies. Substance dependence may be treated and controlled through continued abstinence.

Posillico encourages afflicted Employees to obtain help before physical degeneration, family disintegration and job-related problems set in.

If an Employee requests help for a substance abuse problem before his or her job performance has been adversely affected in violation of this policy, Posillico will endeavor to make reasonable accommodations to assist Employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. This may include referring the Employee to our healthcare provider who can provide guidance on obtaining

rehabilitation assistance. The Employee must voluntarily request this assistance and must voluntarily agree to an evaluation, and, if indicated, to comply with the terms of a rehabilitation program.

Posillico's healthcare provider can provide names of competent medical and rehabilitation services in the surrounding communities. Any information which Posillico receives from the Employee or others in connection with treatment, such as requests for leaves of absence, etc., will be treated confidentially.

It is therefore the responsibility of each Employee to seek assistance from a rehabilitation program before alcohol and drug problems lead to disciplinary action, which can include discharge for a first offense.

*See Exhibit A for full Corporate Drug and Alcohol Policy.

## 150 ETHICS POLICY AND CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. The Posillico Code of Business Conduct and Ethics Policy ("Code"), which can be found at the end of this handbook, describes the framework within which Posillico operates. The purpose of the Code is to provide general direction so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. All Employees are required to review and abide by the Code.

### Purpose

The purpose of this policy is to protect the interests of the Posillico Civil, Inc. and its integrated companies and affiliates (hereinafter "Posillico" or the "Company"). In the regular course of business, agents and employees of the Posillico may have the opportunity to advance their own personal interests with or against the interests of Posillico. Acting in such a manner is unacceptable and any party who acts outside of Posillico's best interest may be subject to disciplinary action.

### Definitions

Employee – any person who is employed by Posillico in a part or full-time capacity and in accordance with the labor laws of the state of New York.

Agent – an owner, director, stakeholder, contractor or other third-party that is in the position to act on behalf of Posillico.

Financial Interest – The interest that any individual may have in the monetary transactions of Posillico. In particular, any interest that could have a direct bearing on the financial gain/loss of said individual.

**Procedure**

Duty to disclose - Every employee/agent of Posillico with signatory authority on behalf of the Company which exceeds $12,500 is obligated to disclose any known or potential conflicts of interest as soon as they arise. Failure to do so could result in termination of employment.

Investigating potential conflicts - When a possible conflict of interest arises, the board of directors will collect of the pertinent information and may question any concerned parties. If the board determines that a conflict exists, steps will be taken to address to conflict. If no conflict exists, the inquiry may be documented but no further action will be taken.

Addressing conflicts of interest - When an actual conflict of interest is found, any transactions that may have been affected will be reviewed retroactively. Affected parties both within and outside of the business, including shareholders, directors, employees, and contractors will be notified. An investigation will also be conducted by the board of directors to determine the extent of the conflict and the intentions of the parties involved.

If the conflict in question involves a member or members of the board of directors, such a member will be excused from the deliberations.

Disciplinary action - As all conflicts of interest will be reviewed on a case-by-case basis, a review may result in disciplinary action. The board of directors has full discretion to deem what disciplinary action is both fitting and necessary, including suspension and/or termination of employment.

## 160 NEPOTISM

We at Posillico recognize that in several cases the best choice for job placement very well could be a family member or friend of an Employee. This is a big part of our history. Because that is the case, it is important to have policies in place that make sure all our Employees, suppliers, and subcontractors are treated fairly.

It is our policy to avoid the hiring, transfer, or promotion of relatives into situations where the appearance of favoritism or conflict of interest might exist. Therefore, applicants will not be hired into a division or crew where a relative has supervisory responsibility or where a relative is in the supervisory chain of command under which the applicant would work. Also, existing Employees will not be transferred or promoted into a division or crew where a relative has the direct supervisory responsibility or is in the supervisory chain of command.

It is also our policy that all Posillico Employees will be evaluated and placed on jobs based on their performance, not on personal relationships or friendships.

These same policies will apply to the use of suppliers and subcontractors. All subcontractors and vendors will be hired based on quality, service, and price. No subcontractor or vendor will receive preferential treatment because they are a relative or friend of an Employee or owned by an Employee. No Employee will be allowed to subcontract or purchase work or materials from a relative or

themselves unless this is the most cost effective option and previously approved by supervisor and a partner.

Again, we know that, in spite of this policy, there will still be occasions in our company when family members will work together or even supervise one another because it is the best way to do the job. For that reason, if any Employee feels that he or she has been unfairly treated because of preferential treatment given to a family member or a friend, they can contact the Human Resources Department to report the incident. All such reports will be kept completely confidential.

## 170 OUTSIDE EMPLOYMENT

Employees may hold outside jobs provided such employment does not conflict with their employment with Posillico, is not with a competitor, and their performance remains satisfactory in their job with Posillico, including satisfying attendance and availability needs at all scheduled times. Employees should consider the impact that outside employment may have on their ability to perform their jobs for Posillico.

If Posillico determines that an Employee's outside work interferes or conflicts with performance or the ability to meet the requirements of the organization, as they may be modified from time to time, the Employee may be asked to terminate the outside employment if he or she wishes to remain with the organization.

## 200 EMPLOYMENT STATUS AND RECORDS

## 210 EMPLOYMENT CATEGORIES

This policy describes the various employment classifications at Posillico, so that Employees understand their employment status and benefit eligibility.

Each Employee is designated as either NON-EXEMPT or EXEMPT. NON-EXEMPT Employees are entitled to overtime pay in accordance with applicable federal and state wage and hour laws. EXEMPT Employees are salaried Employees and do not receive additional pay for hours worked in excess of their scheduled hours, as defined below.

The following summarizes the detail of the above classifications:

**FULL-TIME EMPLOYEES** are those who are not in a Temporary or Intern category are paid on a salary or hourly basis and who are scheduled to work no less than thirty-seven and a half (37.5) hours per week. Generally, they are eligible for Posillico's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME EMPLOYEES** are those who are not assigned to the Intern or Temporary category and who are scheduled to work less than thirty-seven and a half (37.5) but more than twenty-nine and a half (29.5) hours per week. Generally, they are eligible for Posillico's benefit package on a pro-rated basis, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME EMPLOYEES** are those who are not assigned to the Intern or Temporary category and are scheduled to work less than twenty-nine and a half (29.5) hours per week. They are eligible to receive all benefits required by applicable law (such as workers' compensation or statutory short-term disability benefits, sick time (depending on work location), and Social Security benefits), but are not eligible for Posillico's other benefit programs. The exception, however, is any Employee working at least one thousand (1,000) hours in a calendar year will be eligible for any profit sharing or 401(k) plan offered by Posillico, as required by law.

**TEMPORARY EMPLOYEES** are those who, regardless of the number of hours per week they are scheduled to work, are informed at the time of hire that their employment will be limited to a set period of time or until a specified project is completed**.** Employees are only eligible for benefits required by applicable laws. This classification includes Interns who are either (i) earning credit in a regular college program related to their assignment with Posillico and/or the successful completion of their assignment with Posillico is a condition to earning such college credit or (ii) other students who are not earning school credit in connection with their work with Posillico, but who are working in a temporary position with Posillico. Employees are only eligible for benefits required by applicable laws.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an Employee changes position during his/her employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in his/her job classification.

## 220 PERSONNEL DATA CHANGES

For benefits administration, in case of an emergency and so that it can properly process all employment related information, Posillico must have accurate and up-to-date personnel information about its Employees.

Therefore, you are required to inform Posillico when your address or telephone number changes, when events occur which could affect Posillico's ability to contact you in emergencies, the insurance coverage which should be provided to your dependents, your tax status, or similar matters.

Additionally, it is important to keep your level of formal education and professional credentials updated. Please inform the Human Resources Department and your supervisor when such changes occur.

## 230 PERFORMANCE EVALUATION

Immediate supervisors and Employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews are conducted to provide both immediate supervisors and Employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations generally are scheduled annually. Posillico may award merit-based pay adjustments in an effort to recognize an Employee's performance. The decision to award such an adjustment is dependent upon numerous factors, including Posillico's finances, its business forecasts, and the information documented by this formal performance review process. Receiving a performance evaluation is not a guarantee of a wage increase.

## 240 ACCESS TO PERSONNEL FILES

### Disclosure to Government Agencies

On occasion, Posillico must provide information and data from its personnel records and files to federal, State, and local government agencies in accordance with record keeping and reporting requirements imposed by such agencies.

In instances where a government agency requests information beyond that which it normally requires, the Company ordinarily advises affected Employees of the agency's information request. However, if an agency's information request occurs in the course of an agency investigation or if an agency asks the company to keep such a request confidential, the company has discretion to comply with the agency's request.

Posillico ordinarily honors subpoenas demanding information regarding any Employee, but usually advises an Employee of the subpoena and nature of the information requested, unless otherwise prohibited by law.

**Disclosure or Release to Nongovernmental Entities**

In response to an information request from an Employee, former Employee, outside organization, individual, or other nongovernmental entities, Posillico normally verifies only the employment status and dates of employment for former or present Employees.

Posillico does not provide any other information, unless requested under law.

## 300 WORKING AT POSILLICO

## 310 WORK SCHEDULES

The work schedule for all Employees may vary by location. Immediate supervisors will advise Employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Immediate supervisors will schedule meal and/or rest periods in accordance with applicable State law and in an effort to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

## 320 TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt Employee. Posillico needs an accurate record of time worked to calculate Employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees are required to record their time in and begin work no more than 5 minutes before their scheduled starting time. Employees must record their time in and out for meal periods and record their time out promptly at the end of their shift. Non-exempt Employees may never work off the clock.

Tampering, altering, or falsifying time records, or recording time on another Employee's time record or having a co-worker do so on your time record may result in disciplinary action up to and including discharge. Employees must inform management if they fail or otherwise forget to record their time in or out before or after any working time. Failure to properly record time may result in discipline, up to and including discharge.

## 330 OVERTIME

On occasion, certain Employees will be required to work overtime. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all Employees qualified to perform the required work. The opportunity to work overtime is at the discretion of management and is based on departmental needs. Overtime is permitted only with the prior approval of your immediate supervisor. Employees who work unauthorized overtime will be subject to discipline, up to and including discharge.

Overtime compensation is paid to all non-exempt Employees at one and one-half times the Employee's regular (generally the straight-time hourly) rate for all hours worked over forty (40) hours in a workweek, unless otherwise specified under applicable law.

Overtime pay is based on hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

## 340 PAYROLL PRACTICES

Paydays are weekly, payable every Wednesday. When a holiday falls on a Monday, Employees will be paid on Thursday of that week. Posillico does not provide compensation advances or extend credit to Employees.

## 350 COMPENSATION AND DEDUCTIONS

The law requires that Posillico make certain deductions from every Employee's compensation which are itemized on Employees' payroll stubs. Among these are applicable federal, State and local income taxes, Social Security taxes on each Employee's earnings up to a specified limit, and Medicare taxes. Posillico offers programs and benefits beyond those required by law. Eligible Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. Posillico is required by law to recognize certain court orders, liens, and wage assignments and attempts will be made to notify the Employee prior to any deduction.

If applicable, payroll stubs will also differentiate between regular and overtime pay received.

Posillico provides direct deposit to all non-union Employees who desire to have their net compensation directly deposited into a checking and/or savings account and who authorize Posillico in writing to do so. Upon the start of your employment, you will be given a "direct deposit form." If you did not receive one, or otherwise wish to now elect direct deposit, contact the Human Resources Department for information. Deposits are generally made on Wednesdays. Please be aware that there may be circumstances that delay the electronic deposit of your paycheck until Thursday or Friday, so please check your bank account prior to writing checks or making withdrawals or transfers. Posillico will not be responsible for any bank charges due to this situation unless otherwise required by applicable law.

Posillico takes precautions to ensure that all Employees are paid correctly and that no improper payroll deductions are made against wages. In the event a payroll error does occur, the affected Employees should immediately notify his/her manager so corrections can be made (if warranted).

If you believe that your manager has not adequately addressed your complaint (or you believe it would be improper to discuss the situation with your manager), you may report this payroll error to Human Resources who will undertake an investigation.

The Company will make every attempt to adjust the error (e.g., reimburse the Employee for an improper deduction) no later than the Employee's next regular pay period or as soon as possible thereafter, depending on the circumstances.

### Safe Harbor Policy for Salaried Exempt Employees Only

If you are classified as an exempt salaried Employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the

time of hire or when you become classified as an exempt Employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k).

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work. (See such policies for more information)
- Any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an Employee's accrued vacation, personal or other forms of paid time off banks for full or partial day absences for personal reasons, sickness or disability.

Employees who believe they have been subject to an improper deduction should report the matter to their supervisor immediately. If the supervisor is unavailable or is an inappropriate person to contact, or if a prompt and fully acceptable reply has not been received within five (5) business days, Human Resources should be contacted.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any Employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

## 360 BUSINESS TRAVEL EXPENSE

Posillico will reimburse Employees for reasonable business travel expenses incurred while on company business away from their normal work location. When travel is completed, Employees must submit an expense report, approved by your immediate supervisor, accompanied by supporting documents (e.g. receipts, ticket stubs, and actual business miles driven) within thirty (30) days from the date the expenses were incurred.

Reimbursements will not be made without your supervisor's approval and proper documentation. Posillico may, in its sole discretion, determine what is reasonable and reimbursable.

If an Employee has any doubts about whether an expense is reasonable or reimbursable, he or she should obtain authorization in advance of incurring such expense.

## 370 AUTOMOBILE POLICY

All Employees are eligible for reimbursement of fuel expense at the rate equal to the current IRS rate per mile when using a personal vehicle when traveling for business purposes. This does not include reimbursements in connection with normal commuting to and from work. Additionally, you may receive reimbursement for miscellaneous expenses relating to traveling (i.e. tolls, taxi, train) when traveling for business purposes.

Certain Employees are eligible to receive reimbursement for the expense of an automobile. Human Resources, upon employment will notify you if you are eligible, and at that time you will receive detailed information regarding the benefit.

## 400 EMPLOYEE BENEFIT PROGRAMS

## 410 EMPLOYEE BENEFITS OVERVIEW

Eligible Employees of Posillico are provided a wide range of benefits. A number of the programs cover all Employees in the manner prescribed by law.

Unless otherwise noted, only Full-Time Employees and Part Time (Regularly scheduled to work between 29.5 and 37.5 hours per week) Employees are eligible for benefits described in this section.

Information regarding benefits is provided to all new Employees as part of their orientation; all Employees will be advised of any changes in benefits when implemented.

Benefits eligibility is governed by the terms and conditions of the applicable plan documents or Company policy. If a discrepancy exists between this document and the Plan document, the Plan document prevails. You should refer to the plan document, if you have questions.

Posillico reserves the maximum discretion permitted by law to interpret, modify, rescind or amend its benefit plans and policies.

Human Resources can answer questions that you may have about the programs for which you are eligible.

The description of Posillico's Employee benefits programs contained in this handbook are subject to change without notice and is not guarantees of any particular benefits or programs.

The following benefit programs that are currently available to eligible Employees:

Health Insurance including Medical, Dental and Vision Insurance
Life Insurance
Workers' Compensation
Short and Long Term Disability Benefits
401(k) Plan
Profit Sharing Plan
Tuition Reimbursement

Some benefit programs require contributions from the Employee, but most are fully paid by Posillico.

## 420 HEALTH INSURANCE (MEDICAL, DENTAL, VISION)

### Medical Insurance

Posillico provides medical insurance coverage at a minimal cost to our Employees. The Employee remains responsible for any deductibles, co-payments, etc., for medical and other services, which are not covered by the insurance plan.

Medical insurance coverage begins on the first day of the month following the Employee's date of hire.

An otherwise eligible Employee's medical coverage may terminate effective on the Employee's date of termination or reduction in hours, (i.e. a "qualifying event"), unless continued by the Employee under applicable federal or state benefit continuation law.

### Dental Insurance

Posillico provides dental insurance coverage at no cost to our Employees. The Employee remains responsible for any deductibles, co-payments, etc., for dental and other services, which are not covered by the insurance plan.

Dental insurance coverage begins on the first day of the month following the Employee's date of hire.

### Vision Insurance

Posillico offers vision insurance coverage at a minimum cost to our Employees. The Employee is responsible for premiums and any out of pocket expenses for vision services, which are not covered by the insurance plan.

If elected, vision insurance coverage begins on the first day of the month following the Employee's date of hire.

## 430 LIFE INSURANCE

Term life insurance is provided for all eligible Employees. The insurance benefit is currently equal to two (2) times the Employee's annual compensation to a maximum of One Hundred Thousand Dollars ($100,000). Officers of the corporation will be capped at Three Hundred Thousand Dollars ($300,000). Posillico also offers a voluntary life insurance benefit option for all eligible employees.

If you have questions, contact the Human Resources Department.

## 440 WORKERS' COMPENSATION INSURANCE

Posillico provides workers' compensation insurance coverage to all Employees at no cost to Employees. Accidental injuries that occur during working hours or conditions caused by work

activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an Employee's work-related injury or illness.

Any Employee who sustains a work-related injury or illness must inform his or her immediate supervisor and/or the Health and Safety Director immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect Employee's eligibility to receive Workers' Compensation benefits.

Employees shall not be retaliated against for taking workers' compensation leave or making a workers' compensation claim.

## 450 SHORT-TERM DISABILITY BENEFIT POLICY & SALARY CONTINUATION

In accordance with applicable law, Posillico provides Short-Term Disability benefits to all eligible Employees who are unable to work because of a non-job-related illness or injury. No Employee contribution is required to receive these benefits. Employees should submit claims for short-term disability benefits to the Human Resources Department.

The purpose of the Salary Continuation policy is to supplement disability insurance benefits. Under this policy, while receiving short-term disability benefits, full-time eligible Employees shall receive two weeks of their base salary for every completed year of service, to a maximum of twenty-six weeks based on medical necessity.

Please see the Human Resources Department for more information on this program.

## 460 LONG-TERM DISABILITY BENEFIT POLICY

Posillico offers long-term disability benefits to eligible Employees who remain disabled and unable to work after six consecutive months.

No Employee contribution is required to receive these benefits. Employees should submit claims for long-term disability benefits to the Human Resources Department.

## 470 401(k) SAVINGS PLAN

Posillico has established a 401(k) savings plan to provide Employees the potential for future financial security for retirement.

To be eligible to join the 401(k) savings plan, you must complete six (6) months of service and be twenty-one (21) years of age or older.

The 401(k) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your

individual needs. Posillico also contributes an additional matching amount to each Employee's 401(k) contribution (currently up to four percent (4%).

The Posillico 401k Plan offers both Standard (pre-tax) and Roth (post tax) options.

## 480 POSILLICO PROFIT SHARING PLAN

All Full-Time 'Posillico' Employees are eligible to participate in Posillico's Profit Sharing Plan. However, you must complete one (1) year of service, as defined by the plan to become active in the Plan, and benefit is based on a vesting schedule. (Excludes affiliate companies.)

## 490 TUITION REIMBURSEMENT

Posillico encourages continued education and professional development through formal training. Full-Time Employees with at least one (1) year of continuous employment (prior to registration for any classes/courses) may be eligible to receive tuition reimbursement for courses taken at accredited institutions or required courses taken to maintain certification or licensing for an Employee's job. Courses must be job-related or satisfy the completion of a job-related degree, as determined by Posillico.

Reimbursable costs include registration, tuition, books and other course materials. Tuition costs will be fully reimbursed (subject to the permissible reductions below based on grades received), up to the I.R.S. a maximum (currently $5,250 per calendar year) provided such costs are eligible for reimbursement as set forth herein.

Any courses taken, whether or not reimbursement is sought, must be scheduled so as not to interfere with the job schedule and responsibilities of the Employee.

Employees seeking tuition reimbursement following completion of a course must receive the following grades to be eligible for full or partial reimbursement:

| **Grade (or Equivalent) Received** | **Percentage of Reimbursement Under** |
|---|---|
| Grade of "A" (i.e., 90-100%) | 100% |
| Grade of "B" (i.e., 80-89%) | 75% |
| Grade of "C (i.e., 70-79%) | 50% |
| Grades below "C (i.e., below 70) | 0% |
| "Pass" (in a pass/fail course) | 100% |
| "Fail" (in a pass/fail course) | 0% |

Employees must follow the reimbursement process as per the Tuition Reimbursement Request Forms which can be obtained from the Human Resources Department.

Please note that Employees will be required to complete the Tuition Repayment Authorization Form defining the Service Commitment Period of 1 year for completion of a course or 5 years for a degree program. Additional information is outlined on the Tuition Reimbursement Forms.

## 500 PAID TIME OFF AND LEAVES OF ABSENCE

## 510 HOLIDAYS

Posillico grants paid holiday time off to all Full-Time Employees (and Part-Time Employees only as provided below). The number of holidays may vary from year to year. Posillico will provide a schedule of holidays at the beginning of each calendar year.

Paid holidays currently include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Part-Time Employees only will receive paid holiday time if they actually were scheduled to work the day that the holiday is scheduled to be celebrated by Posillico.

If a recognized holiday falls during an eligible Employee's paid vacation, the day will be paid and treated as a holiday and will not count as a vacation day.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

## 520 PAID TIME OFF (PTO)

Full-time and part-time Employees will receive PTO pursuant to this policy at the start of employment. New Employees are eligible to use PTO beginning the first of the month following date of hire.

On January 1st of each calendar year, full-time Employees will be granted at least fifteen (15) PTO days for immediate use. Additional PTO days will be provided based upon years of service, as set forth below.

| Employment with Company | Days Earned Per Year |
|---|---|
| 1st full calendar year through 5th year | 15 days |
| 6th year through 20th year | 20 days |
| 21st year + | 25 days |

On January 1st of each calendar year, part-time Employees will be granted at least six (6) PTO days for immediate use, as set forth below.

| Part-time Schedule | Days Earned Per Year |
|---|---|
| 2 days per week | 6 |
| 3 days per week | 9 |
| 4 days per week | 12 |

New full-time and part-time Employees will receive a prorated portion of PTO during their first year of employment, depending on date of hire.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending December 31st.

Employees may use available PTO for the following reasons:

(a) The Employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care; or
(b) The care of the Employee's child, spouse, domestic partner, parent, sibling, half-sibling, step-sibling, sibling related through adoption, grandchild or grandparent, or the child or parent of the Employee's spouse or domestic partner who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or
(c) Closure of the Employee's place of business by order of a public official due to a public health emergency or such Employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency;
(d) Planned personal days;
(e) Planned vacation days; or
(f) As otherwise provided by applicable federal, state or local law.

An Employee's use of PTO for reasons (a) or (b) above will not be conditioned upon searching for or finding a replacement worker.

The Company will require supporting documentation if the Employee uses available PTO for more than 3 consecutive days for reasons (a), (b) or (c) above. For PTO used for reasons (a) or (b) above, documentation signed by a licensed health care provider indicating the need for the amount of PTO time taken will be considered reasonable documentation and such documentation need not specify the nature of the Employee's or the Employee's family member's injury, illness or condition.

Requests for planned personal or vacation days, other than those discussed above, must be made at least two weeks in advance to the Employee's supervisor. Requests for vacation and planned personal time will be decided based on business needs and seniority.

PTO is paid at the Employee's base pay rate at the time of use. PTO pay does not include overtime or any special forms of compensation such as incentives, commissions or bonuses. Moreover, PTO time used is not considered hours worked for purposes of calculating overtime.

PTO may be taken in minimum increments of one half day. The Company reserves the right to mandate the use of PTO in certain instances, to the extent permitted by applicable law.

All full-time and part-time Employees receive PTO on January 1st of each year and are free to immediately use it. The first 56 hours of PTO shall be deemed for statutory purposes to be statutory sick leave and no employee shall be entitled to use more than 56 hours of statutory sick leave in any

given year. Therefore, Employees may not carry over PTO and unused PTO will be lost at the end of the year. PTO will not be paid upon separation of employment.

Employees have the right to request and use PTO for the reasons set forth in (a), (b), and (c) above and if employed in New York City, may file a complaint for alleged violations of this policy with the New York City Department of Consumer Affairs. The Company prohibits retaliation or the threat of retaliation against an Employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of Employee's rights pursuant to this policy and applicable law.

Employees with questions regarding this policy can contact the Human Resources Department.

## 530 FAMILY AND MEDICAL LEAVE ACT (FMLA)

### Employees Eligible for FMLA Leave

FMLA leave is available to "eligible Employees". To be an "eligible Employee", an Employee must: (1) have worked for the Company for at least 12 months (which need not be consecutive); (2) have been employed by the Company for at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave and (3) be employed at a worksite where 50 or more Employees are located within 75 miles of the worksite.

### Basic FMLA Leave Entitlement

The FMLA provides eligible Employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined on rolling basis dating back from the time the Employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the Employee's child after birth, or placement for adoption or foster care;
- To care for the Employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the Employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the Employee unable to perform one or more of the essential functions of the Employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an Employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in (a) the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation, or (b) the Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period

of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

**Additional Military Family Leave Entitlements (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible Employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible Employee takes leave to care for the injured servicemember.

A **"covered servicemember"** means (A) members of the Armed Forces (including the member of the Reserves and National Guard) who are undergoing medical treatment, recuperation, or therapy is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (B) veterans who were members of the Armed Forces (including Reserves and National Guard) and who were discharged or released from military service under conditions other than dishonorable at any time during the 5 year period preceding the date on which the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for an injury or illness.

Note: The FMLA definitions of "serious injury or illness" applicable to current members of the Armed Forces and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

**Benefits and Protections**

During FMLA leave, eligible Employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. Whenever Employees are receiving pay from the Company during FMLA leave, the Company will deduct the Employee portion of the group health plan premium from the Employee's paycheck in the same manner as if the Employee was actively working. If FMLA leave is unpaid, Employees must pay their portion of the group health premium by sending a check in the required amount to the Company prior to the due date.

The Company's obligation to maintain health care coverage ceases if an Employee's premium payment is more than 30 days late. If an Employee's payment is more than 15 days late, the Company will send a letter notifying the Employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If Employees do not return to work at the end of the leave period (unless Employees cannot return to work because of a serious health condition or other

circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an Employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.

At the end of FMLA leave, subject to some exceptions, Employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Employee's FMLA leave.

**Use of Leave**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, Employees do not need to use this leave entitlement in one block, and also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary or otherwise permitted under law. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Employee FMLA Leave Obligations**

Employees must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying.

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, Employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying. If Employees fail to explain the reasons for FMLA leave, the leave may be denied. When Employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

**Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, Employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. Employees may also be required to provide a certification, periodic recertification and/or a return to work/fitness for duty certification.

It is the Employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests Employees to provide FMLA medical certifications, Employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an Employee's diligent, good faith efforts. The Company shall inform Employees if submitted medical certifications are incomplete or insufficient and provide Employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to Employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the Employee's permission, the Company (through individuals other than an Employee's direct supervisor) may contact the Employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If Employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

**Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time Employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a covered military members, the Company may require Employees to provide: 1) a copy of the covered military member's covered active duty orders or other documentation issued by the military indicating the covered military member is on covered active duty or call to covered active duty status and the dates of the covered military member's covered active duty service; and 2) a certification from the Employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new covered active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require Employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Employees set forth additional information provided by the Employee and/or the covered servicemember confirming entitlement to such leave.

**Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued PTO while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an Employee's FMLA entitlement.

Upon request, the Company will allow Employees to use accrued paid time to supplement any paid disability benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an Employee is eligible under the FMLA.

**Employer Responsibilities**

Covered employers must inform Employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the Employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform Employees if leave is designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the Employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for the Company to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company's Human Resources Department.

**Enforcement**

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

*If applicable, leave under the FMLA will run concurrently with leave taken pursuant to the New York Paid Family Leave Benefits Law ("PFL").

## 540 NON-FMLA MEDICAL LEAVE

Employees with a medical condition may request an unpaid non-FMLA medical leave of absence.

A medical leave can be requested under this policy by contacting Human Resources. The request must include a doctor's certificate stating (1) the date on which the health condition necessitating the leave commenced; (2) the probable duration of the condition; and, (3) medical facts (within the knowledge of the health care provider regarding the condition) which can help us consider the request.

The leaves of absence initially shall be for a period of up to one (1) month. Posillico will consider extensions of leave on a case-by-case basis in accordance with applicable law.

Employees must use any unused PTO (if applicable) while taking unpaid Non-FMLA medical leave. The substitution of paid time for unpaid Non-FMLA medical leave time does not extend the length of this leave, and the paid time will run concurrently with an Employee's Non-FMLA medical leave period. Employees may be entitled to monetary benefit payments, under the State's disability insurance law including short-term disability (and potentially salary continuation benefits), and long-term disability, or workers' compensation while on a non-FMLA medical leave. Receipt of disability benefits or Workers' Compensation benefits does not extend the length of any personal leave granted. Please contact the Posillico Human Resources Department for more information.

Health benefits continue during the period of pre-approved Non-FMLA medical leave as if the Employee were actively working and other benefits will continue to accrue at the same rate as an active Employee. Requirements for the payment of the Employee portion of premiums, if any, will be included in the written notice given to the Employee when the Non-FMLA leave is requested.

When they anticipate returning to work, Employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Posillico will make every effort to return you to your previous position upon return from non-FMLA medical leave. However, Posillico reserves the right to fill any position vacant as a result of a Non-FMLA medical leave and therefore reinstatement is not guaranteed unless required by law. In that event, that an Employee's position which became vacant as a result of a Non-FMLA medical leave is was filled, you may request to be considered for any available or vacant position for which you are qualified.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

## 550 BEREAVEMENT LEAVE

The Company understands the deep impact that death can have on an individual or a family. When a death occurs in an Employee's immediate family, all regular full-time Employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be prorated for a part-time Employee if the funeral occurs on a scheduled work day. The

Company may, in unusual circumstances, require verification of the need for the leave. Employees wishing to take bereavement time, should notify his or her immediate supervisor immediately.

Employees will be entitled to:

**Immediate Family Defined for Bereavement Leave:**

Immediate family members are defined as an Employee's spouse, domestic partner, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, niece and nephew.

Bereavement pay is calculated based on the base pay rate at the time of absence. Any Employee who requires additional time off beyond the allowance amount may with Human Resources approval, use any available paid leave for additional time off as necessary.

## 560 JURY DUTY LEAVE

Posillico encourages Employees to fulfill their civic responsibilities by serving jury duty when required. All Employees are allowed time off to perform such civic service as required by applicable law. Employees must provide a copy of the jury duty summons to their supervisor as soon as possible, indicating the expected length of jury duty service, so that the supervisor may make arrangements to accommodate the Employee's absence. In the event it is deemed essential that an Employee remain on the job, Posillico may elect to attempt to secure a postponement of the jury service to a mutually satisfactory date.

During jury duty, Employees must report to work for the major portion of the day if excused by the court. Full-Time Employees will receive their regular pay for a maximum of two-weeks. Thereafter, jury duty leave will be unpaid except that exempt Employees are paid their full salary for any week in which they perform authorized work for the Company. All other classifications of Employees will be paid only as required under applicable law. Any pay provided for jury duty leave is not counted as hours worked for purposes of calculating overtime.

## 570 MILITARY LEAVE

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive an unpaid military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, Employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice.

Employees who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such Employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to management for additional information about eligibility for Military Leave.

## 580 LACTATION LEAVE

The Company will provide a reasonable amount of break time to accommodate an Employee desiring to express breast milk for the Employee's infant child, to the extent required by and in accordance with applicable law. If possible, the break time must run concurrently with rest and meal periods already provided to the Employee. Break time that cannot run concurrently with rest and meal periods already provided to the Employee is unpaid, to the extent permitted by applicable law.

The company will make reasonable efforts to provide an Employee with use of a room or location other than a toilet stall to express milk in private. This location may be the Employee's private office, if applicable.

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations. For more information, please contact the Human Resources Department.

## 600 WORK CONDITIONS AND RULES

## 605 EMPLOYEE CONDUCT AND WORK RULES

Posillico expects all our Employees to act with good judgment. We expect our Employees to abide by our code of conduct.

It is not possible to list all the forms of conduct that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension or termination of employment, but such list is not exhaustive:

- Engaging in or attempting to engage in the use, unauthorized or inappropriate removal or possession of Posillico property or another Employee's or other person's property;
- Falsification of timekeeping or other records;
- Violation of the drug-free workplace policy;
- Fighting or threatening violence in the workplace or while on duty;
- Any libel, slanderous or defamation, or physical abuse of other Employees or anyone else on Posillico property;
- Horseplay in the workplace or while on duty;
- Negligence or improper conduct leading to damage of property owned by Posillico or another Employee;
- Refusing to follow a supervisor's lawful directions;
- Violation of safety or health rules;
- Smoking or using smokeless tobacco products in the workplace;
- Violation of our policies prohibiting discrimination or sexual or other harassment;
- Possession or use of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or while on duty;
- Excessive lateness or absenteeism or any absence without notice;
- Improper use of work time;
- Breach of trust;
- Misuse of Posillico funds;
- Unauthorized absence from the work area during the workday;
- Use of telephones, mail system, or other Posillico owned equipment or property in violation of applicable Company policies;
- Engaging in any conduct, which is a conflict of interest with the Employee's position with Posillico;
- Unauthorized disclosure of Posillico's confidential information, as defined in the Confidentiality Policy or any other applicable Company policy or agreement regarding confidential information;
- Violation of personnel or office policies or procedures;
- Unsatisfactory performance or conduct;
- Being connected with an earpiece to an I-pod, or cell phone during working hours, not including break times or meal periods.

When discipline is necessary, Posillico generally encourages corrective counseling through the use of verbal and written reprimands prior to dismissal. However, if, in the sole discretion of Posillico, the nature or seriousness of an infraction warrants, dismissal may result without prior verbal and/or written warnings. Please note that none of the above-listed circumstances are intended to infringe upon, interfere with, or restrain an Employee's rights under law.

## 610 NO SMOKING

In keeping with Posillico's intent to provide a safe and healthy work environment, smoking and the use of smokeless tobacco products are prohibited at all times throughout the workplace. Compliance with this policy applies to both Employees and visitors at all of our properties, including all field offices and trailers, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any Employees with questions should discuss their issues/concerns with the Human Resources Department. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

## 615 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, Posillico expects Employees to be reliable and to be punctual in reporting for scheduled work. Employees are expected to be at work by the established starting time at the beginning of the workday and at the conclusion of lunch breaks. Absenteeism and tardiness place a burden on other Employees and on the organization, and we expect each member of our team to avoid these problems whenever possible.

In the rare instance when an Employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Asking another Employee, friend or relative to give this notice, outside of extenuating circumstance such as hospitalization, is improper and may result in disciplinary action, up to and including discharge. Employees must contact their supervisor every day that they are absent unless specifically instructed otherwise such as during an approved leave of absence. If an Employee calls in sick for three or more consecutive days or has a pattern of absence, the Employee may be required to provide their supervisor with a doctor's note on the day the Employee returns to work, to the maximum extent permitted by applicable law.

Poor attendance and excessive tardiness are disruptive, and may lead to disciplinary action, including termination of employment. If any Employee is absent for three (3) consecutive days or any three (3) days during a ninety (90) day period of scheduled workdays without notifying his or her immediate supervisor, Posillico will assume the Employee has abandoned his or her position and the Employee will be automatically removed from the payroll.

In evaluating Employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness protected by applicable federal, state, or local law.

## 620 USE OF MAIL SYSTEMS

The use of Posillico paid postage should be used for business purposes only. This includes U.S. Mail, U.P.S., Fed-Ex, etc.

## 625 POSILLICO IT AND COMMUNICATIONS POLICY (INCLUDING SOCIAL MEDIA/BLOGGING

### Scope and Overview

As the online landscape continues to mature, the opportunities for Posillico employees to communicate with each other and the world are evolving. While technology and social media create new opportunities for growth and personal expression, they also create new responsibilities.

As a Posillico employee, you are viewed by our customers, partners, clients, and other outside parties as a representative of Posillico. Whether or not you specifically reference or discuss your work, your use of technology and social media platforms is a reflection on the Company.

This policy is applicable to all Posillico employees regardless of the system used. In general, these directives apply to all Posillico users of:

- Hardware: Computing, network and telecommunications equipment, and data centers including, but not limited to, computers and Company-provided mobile devices.

- Software: Computing applications supported by the IT Department.

- Information: Electronic data and information.

The Company may choose to provide employees with computing resource. Such resources include personal computers and software, networked computing, electronic mail services and Internet access, among others. Such resources and information stored, sent or received on such systems, including e-mail and all electronic communications, are the property of Posillico.

### Individual User IT Policy

This Individual User IT Policy details the minimum expectations and requirements accepted by Posillico for the use of its computing resources and information by individual users. Posillico system users expressly waive any right of privacy in information they create, store, send or receive on Posillico's electronic communication systems. Posillico may choose to monitor individual computer systems, data, internet usage, and/or electronic mail accounts at any given time without prior user notification, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to, maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for

information; and ensuring that Company operations continue appropriately during an employee's absence.

Use of Posillico system resources in violation of the solicitations and distribution policy is prohibited. Abuse or improper use of the Posillico computer systems, data and/or electronic mail accounts in connection with either business or personal use, may be grounds for disciplinary action, including termination of employment and/or legal action.

Users are responsible for their individual computing equipment (e.g., mobile devices, notebooks, and laptops). Posillico expects its users to locate all desktop and portable computers, workstations, and phones in safe places, protected from fire, environmental conditions, and theft.

When traveling, it is also expected that users do not leave computing equipment unattended and pack it appropriately using heavily padded bags or cases. Portable computers should be never checked as baggage or be left in vehicles for an extended period of time.

ALL CONTENTS OF POSILLICO SYSTEM REASOURCES AND DEVICES ARE PROPERTY OF THE COMPANY. EMPLOYEES SHALL HAVE NO EXPECTATION OF PRIVACY WHATSOEVER IN ANY DATA, INFORMATION OR COMMUNICATIONS, INCLUDING SOCIAL MEDIA POSTS, THAT IS TRANSMITTED TO, RECEIVED OR PRINTED FROM, ACCESSED THROUGH, STORED ON, OR RECORDED ON POSILLICO SYSTEMS OR DEVICES, EVEN IF FOR PERSONAL USE.

**Data Storage**

Data processed on users' computing equipment must be protected accordingly to the sensitivity of the information. Users should be aware that there are inherent exposures to information-networked drives which can access all files stored in networked devices. Users must consider the security exposures of the various storage media and their associated controls before storing information in an electronic format.

In general, employees should store data in file servers, either in the individual's file server folder or in Posillico shared folders, as these are protected within centralized data locations and are backed up regularly.

When traveling, attempts should be made to store "Private" and "Confidential" information in encrypted removable media (e.g., USB keys or external hard drives) rather than storing the data in the individual' hard drive. The use of self-encrypting removable media is strongly suggested.

**Intellectual Property and Confidential Information**

Employees shall not use the internet or social media to disclose or otherwise misuse any intellectual property or confidential information of the Company, its affiliates, personnel, or clients, including but not limited to, logos, trademarks, copyrightable materials, trade secrets, business plans, nosiness agreements required by law or contract to be kept confidential, and personal information such as an

individual's address, social security number, account number, health information or health insurance identification number.

**Business Use of Internet Access and Social Media**

The Company regularly uses the internet and social media for business and marketing purposes. All internet and social media content and accounts that promote the Company or the Company's brand name or logo for Company business purposes requires prior approval of the Business Development Department management.

Any authorized use of the internet and social media must be conducted in a manner that is professional, protects the reputation and brand of the Company and is in compliance with Company's policies, the terms of use for the internet or social media site, and any applicable laws and regulations. Prohibited conduct includes, for example, use of the internet or social media in any way that constitutes libel, false advertising, copyright or trademark infringement, harassment, professional misconduct, or a violation of privacy rights or other rights protected under the law.

Additionally, based on the inherent risk of using Internet, Posillico computer resource users must follow these additional guidelines:

- Email and cloud-based accounts are not to be used for the storage of data or the transfer of any internal Posillico data within or outside the Posillico network.

- Users must not download non-business-related software from the Internet as they may contain viruses, Trojan, and other malicious software which may damage Posillico' information and systems.

- When connecting to the Posillico Network from an unsecured Internet connection (e.g., connecting to Posillico through the user's personal Internet home connection), users are required to use a Virtual Private Network (VPN) client. Users should never connect or attempt to connect to any unauthorized network (e.g., connecting to a neighbor wireless network) while using a company computer or device.

- Users are prohibited from connecting to external networks (including Internet) using dial-up modems connected to workstations while simultaneously connected to a local area network (LAN) or another Posillico internal communication network without prior authorization from the IT Department.

**Personal Use of Internet Access and Social Media**

The Company respects the right of its staff to use the internet and social media as a medium of self-expression and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. When using the internet or social media for personal purposes, users should follow the guidelines and policies set forth herein to establish a clear line between their personal and Company-related activities and to protect the business and legal interests of the Company. In addition, employees shall refrain from engaging in personal use of the internet

and social media during working hours except for limited, incidental use that does not interfere with performance of Company duties or Company operations and is compliant with Company policies and any applicable laws and regulations.

Employees shall not use the internet and social media for personal purposes in any way that might reasonably create the impression that the content is authorized or controlled by the Company, for example by placing a Posillico logo or trademark prominently on a personal Facebook page in a manner that makes the page appear to be endorsed by the Company. Employees should also refrain from using the company name or established derivatives/abbreviations in their personal handles or display names. If users identify themselves as being associated with the Company on the internet or a social media site and if the nature or context of activity on such site could reasonably be misconstrued as representing the views of the Company, then users should post a disclaimer such as, "My posts reflect my personal opinions and are not approved or authorized by Posillico and its affiliated companies."

Employees should remember that they are personally responsible for their own conduct when using the internet and social media for personal purposes and are discouraged from posting any content that is obscene, discriminatory, threatening or otherwise unlawful. Employees are encouraged to report to the Human Resources department any online behavior by or regarding employees that violates Company policies.

**Repair / Upgrade of Hardware and Software**

Users are required to contact the IT Department for all hardware and software support, including equipment installations, repairs, upgrades, moves, among others. The use of any external software from a person or organization other than a known and trusted Company supplier, without prior consent from the IT Department, is prohibited.

Approved anti-virus software will be installed, configured, and regularly updated on all individual user computers by the IT Department. Users must notify the IT Department of unprotected workstations, outdated virus-software, and any virus findings in their individual computing equipment. The Company reserves the right to remove any unlicensed or unauthorized software found on user's computing equipment.

**IT Purchase and Service Policy**

All hardware, software, telecommunication, cell phones, copiers, and other office equipment purchases and installation requests should be submitted to your supervisor for authorization prior to purchase. Once authorization is approved and a purchase order is issued, the IT Department will work with the requesting department/personnel to implement the software in a manner that is consistent with corporate and IT support policies. Any unauthorized hardware or software located on Posillico's systems will be removed upon its discovery. This policy is necessary to ensure that the appropriate level of support is available, that the new hardware/software can integrate with existing systems, and to minimize any disruption in business due to conflicts and incompatibility.

**Disclaimer of Responsibility for Damage to Data and Systems**

Posillico uses access controls and other security measures to protect the confidentiality, integrity, and availability of the information handled by computers and communications systems.

In keeping with these objectives, the IT Department maintains the authority to:

- Restrict or revoke any user's privileges.

- Inspect, copy, remove, or otherwise alter any data, program, or other system resource that may undermine these objectives.

- Take any other steps deemed necessary to manage and protect its information systems.

This authority may be exercised with or without notice to the involved users. Posillico disclaims any responsibility for loss or damage to data or software that results from its efforts to meet these security objectives.

**Social Media Guidelines**

For the purposes of this policy, social media means any tool or service that facilitates conversations over the internet. This includes platforms such as Facebook, Twitter, Instagram, Snapchat, WeChat, YouTube, Flickr, blogs, wikis, etc. These platforms are included as examples and are not intended to be an exhaustive list of platforms or forums relevant to this policy.

The Company respects the right of its employee to maintain a blog or website or to participate in social networking on or through websites or services such as Twitter, Facebook, or similar sites/services (collectively "social media"). However, to protect the Company's interests and ensure Employees focus on their job duties, Employees must adhere to the following rules:

- Employees may not use social media during work hours except for limited, incidental use that does not interfere with performance of the employee's duties and responsibilities and is otherwise compliant with the Company policies.

  EMPLOYEES ARE REMINDED THAT ALL RULES, REGULATIONS AND POLICIES REGARDING CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION APPLY IN FULL TO EMPLOYEES' SOCIAL MEDIA USE.

- Employees who choose to express thoughts or opinions (e.g., political opinion, opinion regarding the Company's action, religious beliefs, etc.) must identify that the views expressed on the blog, website or other platform are yours alone and do not represent the views of the Company.

- Any requests for statements or responses from news media should be forwarded to the employee's direct supervisor and the Human Resources Department.

- Be respectful of potential readers and colleagues. Please do not use obscene, discriminatory, threatening, maliciously false or otherwise unlawful comments or statements.

- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees are expected to use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

**Electronic Mail & Communications Policy**

The IT Department provides Posillico users with a common electronic communication system (e.g., Outlook) to meet communication requirements of the corporation.

Electronic communications regarding Posillico matters should be written in accordance with standard business guidelines and conducted in compliance with all Posillico procedures and policies.

**Password Policy**

Electronic passwords are an important part of Posillico computer system security. It is the user's responsibility to maintain the secrecy of his/her password. Misuse of passwords, the sharing of passwords, and/or the unauthorized use of another employee's password can result in disciplinary action, including termination of employment and/or legal action.

## 630 CORPORATE CREDIT CARD – COMDATA

Corporate credit cards are issued to select Employees for business only use via ComData. Employees who are issued a ComData corporate credit card must follow procedures as indicated in the ComData Training Manual, available on Company Intranet.

**Coding and Deadlines**: Employees must scan and code receipts bi-monthly as follows:

Transactions dated the 1st through the 15th must be entered by the 20th of the month.

Transactions dated the 16th through the end of the month must be entered by the 5th of the following month.

Failure to follow the appropriate scanning and coding procedure may result in loss of ComData card privileges.

## 635 FUEL CARD USAGE AND FUEL REIMBURSEMENT POLICY

### Overview

Fuel cards are issued for special circumstances. They are either assigned to a specific vehicle or an individual and are to be used for business purposes only.

### Policy

For fuel cards assigned to company vehicles, Posillico prefers that every attempt is made in purchasing fuel at a Gulf station, although the card can be used at any station.

If your card is lost or stolen, immediately notify Shop Management as soon as the loss is discovered so that the card can be canceled and reissued.

### Fuel Card Types:

Posillico Vehicle Fuel Card – These cards are to be used specifically with the assigned Posillico vehicle that is printed on the card. The card should be left in the glove box of the assigned Posillico vehicle at all times and should not be used to fill any other Posillico vehicle or a vehicle for personal use. If you change Posillico vehicles you should leave the card with your old vehicle and you will use the fuel card that is supplied with your new vehicle.

Employee Vehicle Fuel Card / ComData Card – These cards are to be used only by the Employee whose name is printed on the card and is **only for business use of your personal vehicle.**

When using a ComData card for fuel, **ALL EMPLOYEES** are required to enter:

1. Their specific PIN that was assigned to them; and
2. Current mileage of the vehicle.

YOU WILL NOT BE ABLE TO USE THE CARD WITHOUT ENTERING YOUR PIN. It is also very important that you do not share your PIN with anyone so we can minimize the possibility of card misuse.

### Filling up of small tools or gas cans:

Small tools and gas cans are to be filled using the Project Manager's company credit card or via petty cash on that particular project.

**Disciplinary Action:**

Failure to enter mileage, entering incorrect mileage, theft, abuse, or failure to provide receipts or other appropriate documentation will result in disciplinary action up to and including the removal of privileges and cancellation of your card, as follows:

- First violation: First written warning.
- Second violation: Second written warning & card privileges will be revoked for one month. Four weeks from the date of the second written warning. There will be no reimbursement for gas usage during this time.
- Third violation: Permanent removal of fuel card privileges due to continued abuse.

## 640 TELEPHONE/CELL PHONE/VOICE MAIL USE

The Company's telephone system and business cell phones are to be used for business purposes, but the Company realizes that some personal calls are necessary.

Employees can make or receive brief personal telephone calls that are urgent or extremely difficult to schedule outside work hours. Whenever possible, Employees should make their personal telephone calls during meal or break periods.

Employees who abuse this privilege or make fraudulent, unlawful, or abusive calls are subject to discipline and possible criminal prosecution. Employees should report any such telephone calls received at work to their supervisor or the Human Resources Department.

Cell phones should be turned off or set to silent or vibrate mode during meetings in order not to disrupt normal workflow.

The use of personal cell phones while at work (for phone calls, texting, and any other personal use of the device) will only be permitted on an emergency basis. Personal cell phones should be set to silent or vibrate mode during working hours in order not to disrupt normal workflow.

Voice mail, like other components of the company telephone system, is provided and intended for business use only, and all messages are company records. Employees should respond promptly to their voice mail messages and delete old messages. Although Employees need a password to access the voice mail system, they should not expect that voice mail messages are private.

## 645 USE OF CELL PHONES WHILE DRIVING

**Purpose**

The use of a cell phone while driving may present a hazard to the driver, other Employees and the general public. This policy is meant to ensure the safe operation of company vehicles and the operation of private vehicles while an Employee is on work time and conducting business.

**All Cell Phone Usage and other Electronics**

Employees must adhere to all federal, State or local rules and regulations regarding the use of cell phones while driving.

Accordingly, Employees must not use cell phones if law, regulation or other ordinance prohibits such conduct. If you are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with the Human Resource Department.

Employees should not use hand held cell phones, I-pods, or a PDA while driving. Should an Employee need to make a business call or send e-mail while driving, he should locate a lawfully designated area to park and make the call or respond to email.

Employees may use hands-free cell phones to make business calls only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the Employee should locate a lawfully designated area to park to continue the call.

**Discipline**

Violation of this policy will subject an Employee to disciplinary action, up to and including immediate termination.

## 650 CELL PHONE REIMBURSEMENT PROGRAM

In today's technologically advanced environment, we are witnessing more Employees incorporate the use of personal cell phones in their daily personal and business routine. In an effort to increase efficiency and reduce the burdens on our Employees, we are offering all ***"eligible"*** Employees the ability to use their personal cell phones for business purposes during their normal working hours and receive reimbursement from the Company to offset the cost incurred.

Upon termination of employment, all Posillico accounts will be wiped from the Employee's personal phone. Please contact the Human Resources Department for more information.

## 655 JOB POSTINGS

Posillico believes in promoting Employees from within and has established a job-posting program to give all Employees an opportunity to apply for positions for which they have an interest and are qualified. Most open positions will be posted on the job section of Posillico's web site.

To be eligible to apply for posted positions, you generally must meet the minimum hiring specifications, be capable of performing all functions of the job, be an Employee in good standing and generally have been in your current position for a minimum of one (1) year.

You are not required to notify your supervisor when submitting an application for a posted position. However, if you become a candidate for the position your supervisor will be notified.

## 660 SOLICITATION AND DISTRIBUTION

Solicitation of any kind by an Employee of another Employee is prohibited while either person is on working time. Similarly, the distribution of advertising material, handbills, printed or written literature of any kind is prohibited during working time and at all times in working areas of Posillico.

Working time includes the time during which any of the Employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when Employees are not expected to be working.

Solicitation of any kind by non-Employees is prohibited at all times. The distribution of literature by non-Employees on Posillico premises is also prohibited at all times.

## 665 CASUAL DRESS AND GROOMING POLICY

### Purpose

Posillico offers Employees the opportunity to dress in casual, appropriate business attire. This casual dress code is intended to allow Employees to work comfortably and save money on clothing costs. However, Employees are responsible for ensuring that their dress and grooming present a positive image to clients and the public.

### Guidelines

Employees should use good judgment and follow the guidelines below in determining appropriate dress and grooming:

**Acceptable attire**. For purposes of this policy, casual business attire is clothing that allows Employees to feel comfortable at work, yet is appropriate for an office environment. This policy does not require Employees to purchase casual business attire. Employees who prefer to dress in formal or traditional business attire are free to do so.

**Casual business attire** includes, but is not limited to: slacks, khakis, jeans without tears or holes, sports shirts, turtlenecks, sweaters, loafers, tennis shoes, and sandals. Skirts, dresses and walking shorts should be no higher than three inches above the knee. Clothing must be neat and clean.

**Unacceptable attire.** Unacceptable clothing includes, but is not limited to: T-shirts; sweat pants, sweat shirts, or workout attire; cutoffs; beach attire; halter or tank tops; tube tops; dresses, skirts, or shorts that are excessively short or tight-fitting; sheer clothing or clothing that otherwise is revealing, distracting, or provocative; and flip-flops.

**Grooming.** Hairstyles, makeup, and the grooming of beards and mustaches are left to the discretion of Employees. However, Employees' personal grooming should contribute to a clean and neat appearance.

**Personal Hygiene.** All Employees are expected to maintain clean and appropriate oral and bodily hygiene. The excessive use of perfume or cologne is unacceptable.

**Exceptions**

Employees should consider each day's activities when determining what to wear to work. Employees who are hosting or attending meetings with clients, vendors, or Employees from another company office should refrain from wearing casual attire, unless meeting attendees agree in advance to follow the casual business attire policy.

Additional or alternative dress and grooming requirements based on the business needs of your department or for safety reasons may be communicated by your supervisors/managers.

Posillico makes reasonable accommodations for dress or grooming directly related to an Employee's sincerely-held religious beliefs or disabilities in accordance with applicable law.

**Enforcement**

Posillico reserves the right to determine, at its sole discretion, dress code violations and to enforce its stated policy.

Employees who have questions about what constitutes acceptable attire should ask their supervisor. A supervisor or manager will counsel anyone dressing inappropriately.

Dress code violations that are exceptionally unprofessional or unsafe can result in the Employee being sent home without pay (to the extent permitted by law). Repeated violations of the dress and grooming policy can result in disciplinary action, up to and including termination.

## 670 STATIONERY

Posillico stationery carries with it the prestige of the organization. The reputation and influence of Posillico can be affected by the manner in which stationery is used. Under no circumstance should Employees use Posillico letterhead for personal reasons. Stationery is to be used for Posillico business only.

## 675 SECURITY INSPECTIONS

Posillico wishes to maintain a work environment that is free of illegal drugs, firearms, explosives, or other improper materials.

To this end, Posillico prohibits the control, possession, transfer, sale, or use of such materials on or in the vicinity of its premises. Posillico requires the cooperation of all Employees in administering this policy.

Vehicles, facilities, desks, lockers, and other storage devices may be provided for the convenience of Employees but remains the sole property of Posillico. Accordingly, any agent or representative of Posillico can inspect them, as well as any articles found within them, at any time, either with or without prior notice. No Employee has the right to interfere with or object to such searches of Posillico property based on expectations of privacy or otherwise.

## 680 SAFETY

Posillico endeavors to provide a safe and secure working environment for its Employees and others on its premises.

Employees should immediately inform their immediate supervisor if they notice any potentially dangerous conditions. All Employees are expected to comply with the following rules:

- Report unsafe equipment, hazardous conditions and unsafe acts to a supervisor immediately. Do not try to fix broken equipment.
- Be aware of your local emergency numbers for Police, Fire Department, hospitals and paramedics.
- Know the location of fire exits, first aid kits, and fire extinguishers.
- Wear protective gear if your position warrants it.
- When performing duties and operating equipment, you must take care to protect your own safety, as well as that of your coworkers and the public.
- Clean up all spills of non-hazardous liquids (e.g. coffee, water, etc.). Report all spills involving a hazardous chemical to your supervisor and ask for assistance.
- Footwear appropriate for your job must be worn at all times while performing your duties.
- Do not lift awkward or heavy materials by yourself. Ask for assistance if needed.
- Keep your work areas clean at all times. Keep floors dry and free from spills.
- Report all incidents and injuries to your supervisor immediately.
- Passageways should remain open, and aisles should not be blocked.
- Materials should not be stored in front of exit doors, and desk and file cabinet drawers should be kept closed when not in use.

For all additional requirements, please review your "Field Health and Safety Manual".

In addition, all office personnel who are required to visit a job-site and who have not attended a ten (10) hour OHSA training course must first meet with our Health and Safety Director for safety information and instruction before going out into the field.

## 685 WORKPLACE VIOLENCE

### Purpose

Posillico does not tolerate acts of workplace violence committed by or against Employees. Posillico prohibits Employees from making threats or engaging in violent acts.

**NOTE:** This is a zero-tolerance policy, meaning that Posillico disciplines or terminates every Employee found to have violated this policy.

**Employee Guidelines and Procedures**

While we endeavor to provide our Employees with a safe and secure workplace, Posillico recognizes that crime and violence sometimes can spill over into the workplace. We are providing you with these guidelines so you can be better prepared to handle violent and threatening situations.

This document summarizes actions you should and should not take to deal with threatening or violent situations. Taking a few moments to familiarize yourself with these guidelines is an important part of being prepared for workplace emergencies.

**Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Injuring another person physically; engaging in behavior that creates a reasonable fear of injury in another person.
- Engaging in behavior that subjects another individual to extreme emotional distress.
- Possessing, brandishing, or using a weapon while on Posillico premises or engaged in Posillico's business, unless such restriction is prohibited by applicable law.
- Damaging property intentionally.
- Threatening to injure an individual or damage property.
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment.

**General Security Practices**

- Never hesitate to call the police or security if confronted with a potentially violent situation. It is better to have called the police unnecessarily than not to have the police available when a threatening situation turns violent.
- Never attempt to physically restrain or physically remove a threatening or violent individual by yourself. Doing so puts you in danger and leaves you and Posillico vulnerable to possible lawsuits.
- Alert your supervisor or the Safety Director to the presence of strangers in your work area or the presence of any suspicious packages.
- Always report violent, threatening, or harassing other behavior in violation of this policy to your supervisor and the Safety Director.
- In the event of armed robbery, comply with the robber's demands, including demands for Posillico's money or property.

**Coping with Threatening or Violent Individuals**

Effective handling of threatening or violent individuals requires you to use good judgment, common sense and to rely on your own assessment of the particular situation. Nevertheless, you might be able to resolve or cope with many types of threatening or violent situations by following the guidelines below.

*When confronted with an angry or hostile individual*:

- Stay calm.
- Listen attentively.
- Maintain eye contact.
- Be courteous and patient, but try to keep the situation under control by expressing a willingness to sit and calmly discuss the matter with the individual.

*When confronted with a person shouting, swearing, threatening violence, or engaging in bizarre or dangerous behavior:*

- Stay calm.
- Be courteous and patient, but maintain your distance from the individual.
- Signal a co-worker or supervisor that you need help. Do not call for help yourself if the individual is directly confronting you.
- Have the co-worker or supervisor call the local police. "Paging Mary Evans" is a pre-arranged code to signal that there is a problem.

*When confronted by someone with a gun, knife, or other weapon:*

- Stay calm.
- Never try to grab the weapon.
- Quietly signal a co-worker or supervisor that you need help. Do not call for help yourself if the individual is directly confronting you.
- Have the co-worker or supervisor call the security guard or local police. Paging Mary Evans signals that there is a problem.
- Be courteous and patient. Keep talking, but follow the instructions from the person who has the weapon. Stall for time, but do not risk harm to yourself or others.
- Watch for a safe chance to escape to a safe area. Take direction from the police or safety personnel once they arrive on the scene.

**Enforcement**

Human Resource and Safety personnel will immediately investigate any report of violence, harassment, or threats committed on Posillico premises.

All Employees who commit violent acts or who otherwise violate this policy are subject to corrective action or discipline, up to and including termination of employment.

Posillico will seek the prosecution of all those who engage in violence on its premises or against its Employees while they are engaged in employer business.

## 700 CONFIDENTIALITY

We take pride in our organization and, as a member of the Posillico team. We are committed to excellence and know that others, especially competitors, will seek after our ideas, materials, products and data. You owe it to yourself, your colleagues, Posillico and everyone connected with our organization to safeguard these assets.

In the course of your employment with Posillico, you will be entrusted with highly confidential information and materials, including "trade secrets". This information is the property of Posillico and as such, you owe a duty of confidence and trust to our company regarding such information. The general rule is do not disclose confidential business information about Posillico to anyone outside the organization. If you have any doubts about whether any information or data concerning Posillico, is confidential, you must refrain from disclosure and check with your immediate supervisor.

Violation of this policy may result in discipline, up to and including dismissal, even for a first offense. For more information, please refer to the Code of Business Conduct and Ethics Policy, which are contained in a separate document.

## 710 CONFIDENTIAL INFORMATION

Confidential information includes information that is internally generated by Posillico, concerning the business of Posillico. It may also include information obtained from sources outside of Posillico, including information about other companies. You should consider all information, from whatever source, to be confidential until it has been made available to the general public for at least forty-eight (48) hours. Unauthorized disclosure of confidential information could cause competitive harm to Posillico and result in liability for Posillico and those persons disclosing the information.

- The intellectual property and trade secrets of Posillico.

- The creative efforts, ideas and expressions belonging to Posillico, any and all information relating to the Posillico's business operations including information relating to bids, proposals, pricing, bid schedules, targeted or contemplated projects, customer lists, accounting and financial information and reports, letters of intent, term sheets, contracts of sale, business plans, media plans and pricing.

- All notes, memoranda, files, software programs, databases, records, documents, writings and other items that you create, prepare, use or come into contact with during your employment, either directly or indirectly, that relate to actual or anticipated business of Posillico.

During the period of your employment at Posillico, you cannot, directly or indirectly, use or disclose the confidential information other than in the course of performing your duties as an

Employee and with Posillico's consent. In the event that your employment terminates for any reason, you must promptly return to Posillico all confidential information in your possession.

Nothing in this provision shall be deemed to limit an Employee's rights under the National Labor Relations Act.

## 720 UNAUTHORIZED DISCLOSURE

Personnel may not discuss confidential information with anyone outside the Company.

## 730 SAFEGUARDING CONFIDENTIAL INFORMATION

Care must be taken to safeguard confidential information. Accordingly, the following measures should be adhered to:

- Posillico's Employees should conduct their business and social activities so as not to risk intentional or inadvertent disclosure of confidential information. For example, when not in use, confidential documents should be securely stored. Also, review of confidential documents or discussion of confidential subjects in public places (e.g., airplanes, trains, taxis, etc.) should be so conducted so as to prevent overhearing or other access by unauthorized persons.

- Within Posillico's offices, confidential matters should not be discussed within hearing range of visitors or others not working on such matters.

- Confidential matters should not be discussed with other Employees not working on such matters or with friends or relatives including those living in the same household as a Posillico Employee.

## 740 QUESTIONS ABOUT PARTICULAR SITUATIONS

Whenever any Posillico personnel are confronted with a situation where they have any questions as to what the result should be under these policies and procedures, they should consult immediately with Human Resources.

## 800 TERMINATION OF EMPLOYMENT

## 810 TERMINATIONS

Since employment with Posillico is at-will, both the Employee and Posillico have the right to terminate employment at will, with or without cause, at any time.

Employees are responsible for all Posillico property, materials, or written information issued to them or in their possession or control. Employees must return all property immediately at any time at the request of Posillico and in any event on or before the last day of work.

Resignation is a voluntary act initiated by the Employee to terminate employment with Posillico. Although advance notice is not required, Posillico requests at least two (2) weeks and the resignation in writing from all Employees.

Under no circumstances will an Employee be paid out for accrued, unused PTO upon termination.

## 820 NON-SOLICITATION OF EMPLOYEES

Employee hereby agrees that during the Employee's employment with Posillico and for a period of twelve (12) months thereafter, Employee shall not, directly or indirectly, for Employee's own account or jointly with another, or for or on behalf of any entity, as principal, agent or otherwise, solicit or induce or in any manner attempt to solicit or induce any person employed by Posillico or any of its subsidiaries or affiliates to leave such employment (including as a consultant), whether or not such employment is pursuant to a written contract with Posillico or otherwise.

# Code of Business Ethics

All of us at Posillico have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Posillico's Code of Business Conduct and Ethics Policy ("Code"), which is contained herein describes the framework within which Posillico operates. The purpose of the Code is to provide general direction so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. All Employees are required to review and adhere to the Code.

## Mission Statement

Posillico is the company which knows how to solve complex construction problems, completing all projects safely, on time, on target, and on budget. Posillico is dedicated to setting the standard for excellence in the construction industry relative to: infrastructure, quality of life, and making a difference through solid relationships at all levels.

## Vision

To be the employer and organization of choice in each of the markets we serve, by completing all projects safely, on time, on target and on budget.

## I. Client Relationships

Fiduciary Obligations - Employees should at all times act in accordance with our interests and to those of our clients. Employees shall not engage in any personal financial or business activity that could be reasonably construed as contrary to Posillico and the client's best interests.

Employees shall not represent personal or business interests divergent or conflicting with those of Posillico's clients, unless the client is first notified in writing of the activity or potential conflict of interest and consents in writing to allow the Employee to proceed.

## Confidentiality

Posillico's business relationships with its clients are confidential and maintaining this confidentiality is essential to Posillico's business relationships. Information regarding Posillico's clients must not be discussed with family or friends, nor discussed with other Employees in public places where others can listen in to private conversations. This duty of confidentiality applies to all information, which may be proprietary, or sensitive regarding clients' businesses or information.

Employees shall not disclose to any third party any confidential or proprietary information, which would be injurious or damaging to a client concerning the client's business or personal affairs without the client's prior written consent, unless such disclosure is required or compelled by law or regulation.

In certain cases, Employees may gain knowledge of unethical or illegal activity conducted by a client. Employees should immediately report such activity to their immediate supervisors. Employees may also at a later time be required by law or regulation to disclose their knowledge of such activity to government officials.

See the Confidentiality Policy in the Employee Handbook for additional information.

**Client Gratuities**

Property and/or Monetary Gifts - Employees will not be permitted to accept gifts in excess of One Hundred Dollars ($100.00), without the consent from a member of management. However, they may be allowed to retain gifts of a symbolic nature, such as flowers or food.

Requested or Offered Services - Employees are only allowed to receive services from clients and subcontractors at industry rates if a member of management approves any work being performed by a client of Posillico.

**Socializing with Clients and Subcontractors**

Posillico recognizes the importance of Employee participation in social activities provided by the client. Employees will be allowed to accept, with prior approval of their immediate supervisor, the invitation of a client to a reasonable event (e.g. Grand Opening party, Holiday party, business dinner, golf outing). Reasonable events do not include vacations, recreational events that last more than a day, adult theme activities or the like. In addition, the inviting party must be present at the event. If Employees are unsure about what type of events they may attend, they should consult a member of management.

**Documentation of All Client Related Activities**

All activity with a client must be documented and presented to the Employee's immediate supervisor who will be responsible for record maintenance. At no time are Employees allowed to accept or offer anything to a client without the approval of an immediate supervisor.

**Personal Gains**

Personal gains are not limited to direct cash payments. Any transaction in which Employees or their families can gain personally through a transaction between Posillico and a client or vendor is prohibited. These transactions are not only unethical but may also be illegal.

**Reciprocity**

Posillico often purchases goods or services from vendors who may also buy services from Posillico although this is normal practice, Employees must not ask vendors to buy Posillico services in order to become or continue to be a vendor with Posillico.

**Payments to Clients**

Employees shall not pay, or offer to pay, any benefit to any client or prospective client's agent or representatives in order to induce the purchase of Posillico's services.

**II. Proper/Improper Work Conduct**

**Use of Contraband or Other Inebriating Substances**

Possession, sale, or use of alcohol, narcotics, or any other intoxicating drug or controlled substance without a valid prescription, on the premises of Posillico, or being under the influence of alcohol, narcotics or any other intoxicating drug or controlled substance without a valid prescription during working hours, is prohibited.

See the Drug Free Workplace Policy in the Employee Handbook for additional information.

**Violations of Law**

All Employees are expected to adhere to all federal, State, local and administrative laws, rules and regulations in and out of the office. Employees involved in the theft or misuse of Posillico funds or property will be prosecuted to the full extent of the law.

**Physical Violence**

All Employees are expected to act in an appropriate manner in their relationships with other Employees, competitors and the public. At no time should Employees threaten or implement physical violence against any other person. Any threats or physical violence directed towards a Posillico Employee in the course of the performance of the Employee's job should be reported immediately to the Employee's supervisor.

See the Workplace Violence Policy in the Employee Handbook for additional information.

**Appearance**

Posillico considers its Employees to be its most important representatives. All Employees should remember that their personal appearance is a reflection of the company.

See the Casual Dress and Grooming Policy in the Employee Handbook for additional information.

**Conflicts of Interest**

Employees shall not represent personal or business interests divergent or conflicting with those of Posillico. If Employees are unsure about whether a situation constitutes a conflict of interest, they should discuss the matter with their immediate supervisor.

See also the Ethics and Conflicts of Interest Policy in the Employee Handbook.

**Books and Records**

Employees shall not intentionally, either through deliberate omission or by entry of false information, cause Posillico's books or records to be inaccurate. Legal and regulatory practices require Posillico to retain its books and records for a certain period of time.

**Safety Conditions**

To provide a clean and safe environment for its Employees, Posillico encourages all Employees to report any conditions they believe to be unsafe, unhealthy or hazardous to their immediate supervisor.

See the Safety Policy in the Employee Handbook for additional information.

**Preventing Harassment and Discrimination**

Posillico is committed to maintaining a work environment free of harassment and discrimination. In keeping with this commitment, Posillico will not tolerate harassment of, or discrimination against, its Employees by anyone, including any supervisor, co-worker, vendor or customer. Employees should consult their Employee Handbook for a more detailed description of Posillico's harassment policy.

See the Sexual and Other Harassment Policy in the Employee Handbook for additional information.

**Payments to Government Employees**

Employees shall not give or offer to give, or provide or offer to provide, money, gifts, services, entertainment or anything of value, directly or indirectly, to any government Employee in order to induce any change in the performance of his or her responsibilities.

**Enforcement**

Employees are obligated to report any suspected violation of this Code to their immediate supervisor.

If any Employee has knowledge of unethical or illegal activity conducted within Posillico or by outside agencies, the Employee should immediately report such activity to a member of the Board of Directors. Employees may also at a later time be required by law or regulation to disclose their knowledge of such activity to government officials.

Employees are expected to cooperate fully in any investigation of a suspected violation of this Code. Employees making good faith reports of suspected violations will not be subject to any reprisals.

Posillico reserves the right to discipline Employees in violation of this Code through any legal method necessary to ensure adherence to proper conduct and to this Code, up to and including discharge.

To ensure a better working environment for all Employees, Posillico encourages all Employees to seek the guidance of Human Resources or their supervisors, if they have any questions concerning this Code.

# NEW YORK SUPPLEMENT

## I. BLOOD DONATION LEAVE

In accordance with New York Labor Law, Posillico will provide employees who work in New York at least twenty (20) hours per week up to three (3) hours of unpaid leave in any calendar year to donate blood.

Employees must provide their supervisor/manager with reasonable notice of their intention to participate in a blood drive. If the blood drive is at an offsite location, employees must provide at least three (3) days advance notice. If the blood drive is onsite, employees must provide at least two (2) days advance notice.

Posillico fully supports the use of this leave to make a blood donation. We will not tolerate any form of retaliation against an employee for requesting or using leave to donate blood.

## II. BONE MARROW DONATION LEAVE

In accordance with state law, Posillico will grant employees up to twenty-four (24) hours of combined leave to donate bone marrow and to recuperate. Employees may use any accrued paid time off for this purpose or take the time as unpaid. Such leave shall not affect the employee's rights with respect to any other employee benefit. Posillico reserves the right to request medical verification of the purpose and length of each leave requested by the employee to donate bone marrow.

## III. NEW YORK CITY SUPPLEMENTAL GENDER DISCRIMINATION POLICY

In accordance with New York City law, Posillico prohibits discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, including gender identity, self-image, appearance, behavior, or expression, regardless of whether the individual's gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the legal sex assigned to that individual at birth. Posillico is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities, and general treatment during employment.

In furtherance of this policy:

- Posillico gives employees the option of indicating their preferred gender pronoun. Posillico's systems allow employees to self-identify their names and genders and do not limit such identifications to male and female only.
- Posillico's dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender or sex.

- Posillico evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.
- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact Human Resources. Posillico prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

## IV. NEW YORK CITY PREGNANCY ACCOMMODATIONS POLICY

Pursuant to the New York City Human Rights Law, Posillico prohibits unlawful discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of an employee for her pregnancy, childbirth, or related medical condition in order allow her to perform the essential requisites of the job, provided that such employee's pregnancy, childbirth, or related medical condition is known or should have been known by Posillico, and the proposed accommodation does not impose an undue hardship on Posillico.

Any employee who needs to request an accommodation due to pregnancy, childbirth, or a related medical condition should contact Human Resources.

After receiving a request for an accommodation due to pregnancy, childbirth, or a related medical condition or learning indirectly that an employee requires such an accommodation, Posillico will engage in a cooperative dialogue with the employee. Even if an employee has not formally requested an accommodation, Posillico may initiate a cooperative dialogue under certain circumstances, such as when Posillico has knowledge that an employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to pregnancy, childbirth, or related medical condition, in compliance with applicable law.

The cooperative dialogue may take place in person, by telephone, or by electronic means. As part of the cooperative dialogue, Posillico will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Posillico may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Posillico will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Posillico is not required to provide the specific accommodation sought by an employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitation.

As part of the cooperative dialogue, Posillico reserves the right to request medical documentation from an employee under the following circumstances:

1) when an employee requests time away from work, including for medical appointments, other than time off requested during the six (6) to eight (8) week period following childbirth (for recovery from childbirth) or
2) when an employee requests to work from home, either on an intermittent basis or a longer-term basis.

If Posillico believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, Posillico reserves the right to request additional documentation from the employee or, upon the employee's consent, speak with the health care provider who provided the documentation. As applicable, an employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, Posillico will provide written notice to the employee in a timely manner indicating that Posillico:

1) will be able to offer and provide a reasonable accommodation,
2) will not able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on Posillico's operations, or
3) will not able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.

Posillico will endeavor to keep communications regarding requests for reasonable accommodations and all circumstances surrounding an employee's pregnancy, childbirth, or related medical condition confidential.

Employees with questions regarding this policy should contact Human Resources.

## V. NEW YORK STATE PAID FAMILY LEAVE ("PFL")

Employees may be entitled to a paid leave of absence under the New York Paid Family Leave ("PFL") law when they need time off to care for a family member, bond with a child or for certain qualifying exigencies. Benefits under this policy are funded through payroll deductions. This policy provides basic information concerning PFL entitlements and obligations. For questions concerning PFL, employees should contact Human Resources.

### EMPLOYEES ELIGIBLE FOR PFL LEAVE

PFL is available to "eligible employees." To be eligible, an employee must have: (a) (1) a regular schedule of 20 or more hours per week; and (2) been employed for at least 26 consecutive weeks prior to the date PFL leave begins; OR (b) (1) a regular schedule of less than 20 hours per week; and (2) worked at least 175 days prior to the date PFL leave begins.

An employee has the option to file a waiver of PFL and therefore not be subject to deductions when his or her regular employment schedule is: (i) 20 or more hours per week but the employee will not work 26 consecutive weeks; or (ii) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period.

**EMPLOYEE ENTITLEMENTS FOR PFL**

As described below, PFL provides eligible employees with a right to paid leave, health insurance benefits and job restoration for certain family reasons.

**A. Basic Leave Entitlement**

**1.** Reasons Leave May be Taken

Leave may be taken for any one, or for a combination, of the following reasons:

a. To participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, grandchild, grandparent or parent of a spouse or domestic partner) with a serious health condition;

b. To bond with the employee's child during the first twelve months after the child's birth, adoption or foster care placement; and/or

c. Because of any qualifying exigency, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times by a health care provider; or (b) treatment on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic

incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### 2. Duration of Leave

PFL provides eligible employees up to eight (8) weeks (increases to ten (10) weeks on or after January 1, 2019 and up to twelve (12) weeks on or after January 1, 2021) paid leave within any 52 consecutive week period.

The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

## B. Pay During Leave

PFL paid benefits are financed solely through employee contributions via payroll deductions. The weekly monetary benefit will be 50% of the employee's average weekly wage or 50% of the state average weekly wage, whichever is less (increases to 55% on or after January 1, 2019, 60% on or after January 1, 2020 and 67% or after January 1, 2021).

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently.

## C. Intermittent Leave and Reduced Leave Schedules

PFL leave may be taken for a period of consecutive days or weeks. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently in increments of at least one full day or on a reduced leave schedule, except that an employee may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must provide notice as soon as is practicable before each day or intermittent leave.

## D. Protection of Group Health Insurance Benefits

During PFL leave, employees are entitled to continue group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during PFL, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If an employee's premium payment is more than 30 days late, the Company may retroactively cease coverage to the date the unpaid premium was due.

### E. Restoration of Employment and Benefits

Any employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

## EMPLOYEE PFL LEAVE OBLIGATIONS

### A. Provide Notice of the Need for Leave

Employees must timely notify the Company of their need for PFL leave, as described below.

#### 1. Content of Employee Notice

To trigger PFL leave protections, employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees may do this by either requesting PFL specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is PFL-qualifying. Employees must specifically identify the type of family leave requested.

#### 2. Timing of Employee Notice

Employees must provide thirty (30) days' advance notice of the need to take PFL when the need is foreseeable. When thirty (30) days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy PFL notice obligations, may have PFL delayed or denied for a period of up to thirty (30) days from the date notice is provided.

### B. Request Paid Family Leave

Employees are required to submit a Request for Paid Family Leave to the Posillico Human Resources Department at least 30 days in advance of their need for leave if it is practicable to do so.

### C. Submit Documentation Supporting Need for PFL

In addition to submitting a Request for Paid Family Leave, employees are required to submit a Certification and/or Proof of Eligibility (as described below) that supports the specific type of PFL

they are requesting. No PFL benefits shall be paid until the completed Request for Paid Family Leave, together with any necessary certification or proof of eligibility has been submitted. It is the employee's responsibility to provide the Posillico Human Resources Department with a complete and sufficient certification.

### 1. Certifications Supporting Leave to Care for Family Members

An employee requesting PFL because of a covered family member's serious health condition, must supply a medical certification supporting the need for such leave from the health care provider of the covered family member.

### 2. Certifications Supporting Leave to Care for Qualifying Exigencies

An employee requesting PFL because of a qualifying exigency must provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service.

### 3. Proof of Eligibility for Leave Taken to Bond with a Child

#### i. Leave Requested by Birth Mother

A birth mother requesting PFL to bond with a child must provide either (1) a birth certificate; or (2) if a birth certificate is unavailable, documentation of pregnancy or birth from a health care provider that includes the mother's name and the child's due or birth date.

#### ii. Leave Requested by Parent Other Than Birth Mother

A parent (other than a birth mother) requesting PFL to bond with a child must provide (1) a birth certificate; (2) If no birth certificate is available, a voluntary acknowledgment of paternity or court order of filiation; (3) If neither a birth certificate nor voluntary acknowledgment is available, a copy of documentation of pregnancy or birth from a health care provider and a second document verifying the parent's relationship with the birth mother or child (i.e. marriage certificate, civil union documents, or domestic partner documents). If none of the above documents are available, a parent may submit other documentary evidence of parental relationship for evaluation on a case-by-case basis.

#### iii. Leave Sought by Adoptive Parent

An adoptive parent requesting PFL to bond with a child must provide (1) a court document indicating that an adoption is in process or is being finalized; or (2) when leave is taken prior to completion of the adoption, a document evidencing that the adoption process is underway, including but not limited to, a signed statement from an attorney, adoption agency, or adoption-related social service provider that the employee is in the process of adopting a child. If the second parent is not named in the above document(s), the employee must provide both a copy of the document evidencing the adoption, and a second document verifying the relationship to the parent

named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

### iv. Leave Sought by Foster Parent

A foster parent requesting PFL to bond with a child must provide a letter of placement issued by the county or city department of social services or local volunteer agency. If the employee is not named in the placement document, an employee must submit both a copy of the document evidencing the placement, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

### D. Report Periodically Concerning Intent to Return to Work

Employees must contact the Company on a bi-weekly basis regarding their status and intention to return to work at the end of the PFL leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligations to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

### E. Substitute Paid Time/Leave for Unpaid Portions of PFL

The Company and an employee may agree to allow the employee to supplement PFL benefits with unused accruals or other paid time off up to their full salary. The supplementing of PFL benefits with unused accruals or other paid time off up does not extend the length of PFL, and the paid time will run concurrently with an employee's PFL entitlement, to the maximum extent permissible under the law.

## COORDINATION OF PFL WITH FMLA AND OTHER LEAVE POLICIES

The Company will run PFL concurrently with FMLA or Company Leave Policies whenever permissible under the law. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, the Company may deduct one (1) day of PFL from an employee's annual available PFL.

The PFL does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, state or local law, or collective bargaining agreement which provides greater family leave rights. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

## QUESTIONS AND/OR COMPLAINTS ABOUT PFL

If you have questions regarding this PFL policy, please contact Human Resources. The Company is committed to complying with the PFL and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFL.

Employees who disagree with a denial of their claim for PFL, may submit their dispute to arbitration. A request for arbitration must be submitted to the dispute resolution forum within 26 weeks of the written notice of denial. Copies of all documents previously submitted to the Posillico Human Resources Department as proof of eligibility and the rejection of claim form must be submitted with the request for arbitration as well as a $25 filing fee. Any request for arbitration which is not accompanied by the necessary documents or filing fee shall be returned with an acknowledgment stating there will be no further action on the claim.

# VI. NEW YORK STATE SEXUAL HARASSMENT

Posillico prohibits sexual harassment and retaliation of or against its applicants, interns, contractors, volunteers or employees by another employee, supervisor, customer, client, vendor or other third party in all aspects of the employment relationship including: recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, activities, access to programs and treatment. This policy is one component of Posillico's commitment to a discrimination-free work environment.

## SEXUAL HARASSMENT DEFINED

Sexual harassment is a form of sex discrimination that violates Posillico policy and is unlawful under federal, New York State and local law (as applicable). Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), and/or sexual orientation when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, even if the individual is not the intended target.

Sexual harassment can be verbal (e.g., jokes, insults, gestures or teasing), visual (e.g., offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (e.g., unwanted touching, physically threatening another) that denigrates or shows hostility or aversion towards an individual based on sex or gender, gender identity, gender expression and/or sexual orientation.

Examples of conduct that violate this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes, noises, or comments about a person's body, sexual prowess, sexuality, sexual experience, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails, text messages, posts or voicemails
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender
- sex stereotyping

## RETALIATION DEFINED

Retaliation is adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting and investigation process set forth in this policy or testified or assisted in an investigation or proceeding involving an actual or perceived violation of this policy. Adverse conduct includes, but is not limited to any action that would keep an employee from reporting sexual harassment or retaliation; shunning and avoiding an individual who reports sexual harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or retaliation or participated in the reporting and investigation process.

## REPORTING PROCEDURE

Posillico cannot prevent sexual harassment unless we know about it. If an employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of Lisa Dippel; VP, Human Resources or any member of management with whom the employee feels comfortable. Reports of sexual harassment may be made verbally or in writing. Written complaints can be submitted internally using a complaint form. The complaint form can be found on the Posillico Company Intranet. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the employee should contact Joseph K. Posillico, President & CEO, immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel; VP, Human Resources.

## INVESTIGATION PROCEDURE

Upon receiving a complaint, Posillico will timely conduct a fair and thorough investigation into any claim of a violation of this policy to ensure due process for all parties. Posillico will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in investigations conducted pursuant to this policy.

During the investigation, Posillico generally will interview the complainant and the accused, conduct further interviews as necessary and review documents or other information the investigator believes are relevant.

Upon completion of the investigation, Posillico will determine whether this policy has been violated based upon its reasonable, good-faith evaluation of the information gathered during the investigation. Posillico will inform the complainant and the accused of the results of the investigation.

Any employee found to have engaged in conduct in violation of this policy will be considered to have engaged in employee misconduct. Individuals who violate this policy (which includes supervisory or management personnel who fail to report or knowingly allow sexually harassing behavior to continue) will be subject to disciplinary action, up to and including termination from employment. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

## LEGAL PROTECTIONS AND EXTERNAL REMEDIES.

Aside from the internal complaint process, employees may choose to pursue external legal remedies with the following governmental entities:

**New York State Division of Human Rights (DHR)**

The DHR enforces the New York State Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which protects employees, paid or unpaid interns and non-employees regardless of immigration status from unlawful discrimination, harassment or retaliation. The DHR has the power to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is:
NYS Division of Human Rights
One Fordham Plaza, Fourth Floor
Bronx, New York 10458
(718) 741-8400
www.dhr.ny.gov

Individuals also may contact the DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information.

**United States Equal Employment Opportunity Commission (EEOC)**

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). If an employee believes he/she has been subjected to harassment, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.
The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting its website at www.eeoc.gov or via email at info@eeoc.gov

**Local Protections**

Many localities enforce laws protect individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Below is contact information for several agencies…

1. **Nassau County:** Employees who work in Nassau County can file complaints of sexual harassment with the Nassau County Commission on Human Rights (240 Old Country Road, 6th Floor, Suite 606, Mineola, NY 11501; 516-571-3662; www.nassaucountyny.gov/414/Human-Rights-Commission).

2. **Suffolk County:** Employees who work in Suffolk County can file complaints of sexual harassment with the Suffolk County Human Rights Commission H. Lee Dennison Building, 100 Veterans Memorial Hwy, third Floor, Hauppauge, NY 11788; 631-853-5480; www.suffolkcountyny.gov/Departments/HumanRightsCommission.aspx).]

3. **New York City:** Employees who work in New York City (including any of the five boroughs) can file complaints of sexual harassment with the New York City Commission on Human Rights. It has a physical location in each of the five boroughs. The Manhattan location is located at 22 Reade Street, First Floor, New York, NY 10007; 212-306-7450; https://www1.nyc.gov/site/cchr/index.page).

**Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department or, in an emergency, dial 911.

# NEW JERSEY SUPPLEMENT

## I. FAMILY LEAVE INSURANCE BENEFITS

Employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition, or to bond with a newly born or adopted child, may be eligible to receive family leave benefits through the state, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an associate is eligible for such benefits. There generally is a waiting period during which time no family leave benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

Employees who need to take time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child should speak to Human Resources, who will provide information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information. Employees should maintain regular contact with their Manager during this time away from work so we may monitor employees' return-to-work status. In addition, employees should contact The Human Resources Department when ready to return to work so we may determine what positions, if any, are open.

When an employee applies for family leave benefits, Human Resources will determine if the employee has any accrued but unused paid time off available. If the employee has accrued but unused paid time off available, the employee will be required to use up to two (2) weeks of such time before becoming eligible for family leave benefits.

Employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child and who receive paid family leave benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

## II. NEW JERSEY FAMILY LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the New Jersey Family Leave Act ("NJFLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any NJFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook.

If employees have any questions concerning NJFLA leave, they should contact Human Resources.

**Eligibility.** NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must:

1) Have been employed by Posillico in New Jersey for at least twelve (12) months;
2) Have worked at least 1,000 "base hours" during the 12-month period preceding the leave; and
3) Be employed by an employer with fifty (50) or more employees.

"Base Hours" are the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

**Basic Family and Medical Leave Entitlement.** The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. The NJFLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family reason during a 24-month period. NJFLA leave may be taken to care for the employee's spouse or partner in a civil union/domestic partner, son, daughter, parent or parent-in-law who has a serious health condition.

Under the NJFLA, leave because the birth of a child or placement of a child with the employee for adoption may commence at any time within one year of the date of birth or placement. Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

As noted above, because the NJFLA is only a "family leave" law, employees should note that leave granted due to an employee's own serious health condition is not covered by the NJFLA. This can result in important distinctions in the calculation of available leave. For example, because the period of leave caused by an employee's disability due to pregnancy or childbirth is more properly classified as leave due to an employee's own serious health condition, Posillico normally would count such time toward the employee's FMLA allotment only. Once the period of disability due to pregnancy or childbirth has ended (i.e., employee is cleared to return to work), an employee would be eligible to use her leave under the NJFLA to care for her newborn child and run that time concurrently with any remaining FMLA leave. In instances where an employee remains disabled due to childbirth and an employee has no FMLA leave remaining, Posillico will allow employees to begin using NJFLA leave.

**Intermittent Leave and Reduced Leave Schedules.** FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one work day.

**Protection of Group Health Insurance and Other Benefits.** If an employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on NJFLA

only leave likely will trigger COBRA requirements due to a reduction in hours worked.

**Restoration of Employment and Benefits.** As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: (1) the employee is a salaried employee among the highest paid 5% of employees or one of the seven (7) highest paid employees; and (2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. Posillico will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two (2) weeks.

# TEXAS SUPPLEMENT

## I. COURT ATTENDANCE AND WITNESS DUTY LEAVE

Employees are permitted to take leave to appear as a witness in legislative, administrative, and/or court proceedings, or to attend juvenile court proceedings when required as a parent or legal guardian. You must give reasonable advance notice of the need for such leave to your supervisor and provide a copy of the subpoena to appear in court, if applicable. Court attendance leave is unpaid, in accordance with applicable law. An employee may, but is not required to, use available paid time off for this purpose.

## II. EMERGENCY EVACUATION LEAVE

Posillico permits employees to leave work to participate in a general public evacuation ordered under an emergency evacuation order. "Emergency evacuation order" means an official statement issued by the governing body of Texas or a political subdivision of Texas to recommend the evacuation of all or part of the population of an area stricken or threatened with a disaster. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property that results from a natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, or other public calamity requiring emergency action, or an energy emergency. This includes mandatory and voluntary evacuations. Employees who leave to participate in such evacuations will not be paid for their time away from work but will be restored to their same or an equivalent position with commensurate pay upon their return, and will not be disciplined for failing to report to work.

## III. VOTING TIME

Posillico supports and encourages employees to participate in the election voting process. On Election Day, an employee may be absent for the purpose of attending the polls to vote, provided that the employee's working hours are such that the polls are not open for two consecutive hours outside of the employee's working hours. An employee will not be subject to any loss of wages or other benefits of employment should the employee have to vote during working hours.

## IV. WEAPONS

In order to maintain a safe and productive work environment, Posillico strictly prohibits employees from having firearms or other weapons in their possession while on Company premises, including but not limited to, offices, job trailers and project sites. Prohibited weapons include, but are not limited to, firearms (whether carried with a permit or not) and ammunition, clubs, throwing and hunting knives and similar objects, explosive or incendiary devices, as well as noxious, caustic or toxic chemicals. This policy does not prohibit an employee who holds a license to carry a concealed handgun or who otherwise lawfully possesses a firearm or ammunition from transporting or storing a firearm or ammunition that the employee is legally

authorized to possess in a locked, privately owned motor vehicle (other than a vehicle owned or leased by Posillico) in a parking lot, parking garage, or other parking area Posillico provides for employees. With this exception, employees may not possess a firearm or ammunition anywhere on Posillico premises and may not store firearms or other weapons in vehicles owned or leased by Posillico.

Posillico reserves the right, to the fullest extent permitted by law, to search any person entering its premises, any property brought onto Posillico premises (such as packages, containers, briefcases and purses), as well as employee workspaces, desks and lockers, in the event Posillico, in its sole discretion, suspects a violation of this policy. Employees should have no expectation of privacy in workspaces or any items brought onto Posillico's premises. Employees consent to such searches as a condition of their employment or continued employment with Posillico.

**Exhibit A**

**Posillico Civil, Inc.**

**DRUG & ALCOHOL POLICY**

Posillico Civil, Inc. (hereinafter the "Employer" or “Company”), is a drug-free workplace and we are committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We expect all of our employees to report to work and be able to perform his or her duties productively and safely. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees. To that end, the purpose of this policy is to ensure the safety of all employees, promote productively as well as to enforce compliance with any Federal, State or Local law.

You, as a representative of our company, play a key role in keeping the high standards Posillico Civil, Inc. is known for in our industry. Thank you for accepting this responsibility.

Sincerely,

*Joseph K. Posillico*

President

Updated: January 2021

**1. Applicability**

The Employer's drug-free workplace policy is intended to be applied whenever anyone is representing or conducting business for the organization, including meal and rest periods, and to all employees, contractors and temporary workers. This policy applies during all working hours; whenever performing any services on Employer's behalf; while on call; paid standby; on Employer owned or controlled property; vehicles and/or equipment and at company-sponsored events and on any project where testing is required by the project owner.

**2. Drug Use/Distribution/Possession/Impairment**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs at all times. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. Employees are prohibited from having any such illegal or unauthorized controlled substances in their system while at work. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

**3. Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their system. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

**4. Prescription Drugs**

Only persons for whom a particular drug was properly prescribed, by an appropriately licensed medical practitioner, may be in possession of such drugs in Company owned or controlled premises. Prescription drugs are to be used only in a manner, combination and quantity as prescribed or directed. Employees are prohibited from reporting to work or working while taking legally prescribed drugs, unless the prescribing medical practitioner advises that such drugs will not impact the employee's ability to perform his or her job or otherwise pose safety concerns and authorizes the employee to report to work, and in the Company's sole opinion such drugs do not actually impact the employee's ability to perform his or her job or otherwise pose safety concerns.

Employees shall not operate any equipment or vehicles while taking prescription drugs, unless the prescribing physician advises that such drugs will not impair the employee's working abilities, and in the Company's sole opinion such drugs do not actually impact the employee's working abilities. The Employer reserves the right to require written confirmation that such drugs will not impair working abilities for employees engaged in safety sensitive duties, and to take such other measures as may be appropriate to assure workplace safety and productivity.

The foregoing does not apply, however, to the use of medical marijuana by a "Certified Patient" during off-jobsite times. However, for all employees, including anyone who has demonstrated that he/she is a

"Certified Patient" with a disability requiring an accommodation, you are reminded that (i) that use and/or possession of medical marijuana is prohibited on the worksite/jobsite; (ii) that all Company employees are subject to drug testing, and (iii) that any employee found on the jobsite to be under the influence of medical marijuana or other illegal or unauthorized drug will be subject to disciplinary actions, including but not limited to termination. Employees who are "Certified Patients" must immediately notify their supervisor and Frank Franzini, VP Risk Manager, prior to reporting to work. Notwithstanding the foregoing, employees who are "Certified Patients" are not permitted to perform a safety sensitive position, including driving and operating vehicles, machinery and equipment.
An employee who is under a physician's care and taking a prescribed drug must carry that drug in its original container which identifies the drug, pharmacy, and licensed medical provider who prescribed the drug to the employee. The employee must notify his or her immediate supervisor regarding the effects of the medication.

**5. Notification of Convictions**

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five (5) calendar days of the conviction. The organization will take appropriate action following notification, including but not limited to termination. Federal contracting agencies will be notified when appropriate.

**6. Discipline/Discharge for Violations**

Any violation of the foregoing provisions will subject the employee to discipline up to and including termination. All disciplinary action will be in accordance with employee's union agreement, if applicable.

**7. Drug and Alcohol Testing**

Application for Employment: All job applicants extended a conditional offer of employment must take and pass a drug test before beginning work. A refusal to submit to a drug test or a positive confirmed drug test will result in a withdrawal of the offer of employment.

Reasonable Suspicion: Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they are under the influence of drugs or alcohol while working. Reasonable suspicion may arise from, among other factors, supervisory observation, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, the employee's appearance or an odor of drugs or alcohol. Observations leading to reasonable suspicion determinations will be reasonably contemporaneous with the request for a test. Employees asked to take a reasonable suspicion drug and/or alcohol test will be transported to the collection site for testing and then transported home pending receipt of the test results. Employees will be placed on administrative leave without pay pending the results of the test. If the test results are negative, the employee will be compensated for any wages lost due to the leave, unless a suspension without pay is justified under another policy.

Post-accident: Employees whose acts appear to have caused or contributed to an accident in which drugs could have been a contributing factor may be required to submit to post-accident testing as part of the investigation. Accidents include those that have caused an injury severe enough to warrant immediate offsite medical attention, or have caused significant property damage. Only workers whose actions may have caused or contributed to the accident will be tested. As with reasonable suspicion

testing, employees asked to take a post-accident test will be transported to the collection site for testing and then transported home pending receipt of the test results. Employees will be placed on administrative leave without pay pending the results of the test. If the test results are negative, the employee will be compensated for any wages lost due to the leave, unless the suspension without pay is justified under another policy.

Random: Employees in safety-sensitive positions may be tested on an unannounced random basis. Employees will be selected for testing by a computerized random number program matched to employee numbers. Once selected for testing, an employee may not be excused from the testing process. Individuals subject to random testing will be notified at the time of hire or when the policy becomes applicable to them. Testing is conducted by a third party Medical Review Officer.

**8. Employees Entrusted with Driving Privileges**

All employees who are entrusted to drive an Employer vehicle are required to submit to random drug testing. This shall apply to all Union and Non-Union employees. This policy is extend to operators of heavy equipment, unless superseded by a union agreement. If the union collective bargaining agreement restricts the employee from being tested, then the employee will be ineligible to operate heavy equipment and/or drive a Company vehicle.

**9. Employees Working Under Specific Regulations**

Employees working under the PHSMA, FMCSA, or Railroad Regulations will also be bound by those agency guidelines and any other applicable rules and guidelines.

**10. Collection and Testing Methods**

All drug tests will be performed by a laboratory certified by the U.S. Department of Health and Human Services to perform federal workplace testing. Breath and/or saliva tests may be used to detect the presence of alcohol. Alcohol tests typically will be conducted and, if positive, confirmed immediately at the collection site. An alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in an individual's system. Tests will seek only information about the presence of drugs and alcohol in an individual's specimen, and will not test for any medical condition.

**11. Employer's Contact Person**

The employer contact person for questions or concerns regarding this policy is Frank Franzini, VP Risk Manager. Contact information for Mr. Franzini is as follows:

Posillico Civil Inc.
ATTN: Frank Franzini, VP Risk Manager
1750 New Highway, Farmingdale, NY 11735
Tel: (631) 390-5708
E-Mail: ffranzini@posillicoinc.com

**12. Confidentiality**

All records relating to positive test results, drug and alcohol treatment, and employee medical information shall be kept confidential and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, or as otherwise may be required by law or legal process.

**13. Employer Rights**

The Employer recognizes its right in providing a safe working environment for all of its employees and shall take any action needed to correct a drug and/or alcohol abuse problem that may be occurring in the workplace.

**14. Employee Assistance**

The Employer recognizes that alcoholism and drug dependency may be considered an illness and encourages our employees and their family members to seek assistance in regard to these dependencies. If an employee requests help for a substance abuse problem, the Employer may, at its option, and with the approval of the employee, contact the employee's union representative, if applicable or medical provider, who can then provide guidance to the employee on obtaining rehabilitation assistance. The employee must voluntarily request this assistance and must voluntarily agree to an evaluation, and, if indicated, to comply with the terms of a rehabilitation program. Any information which the Employer receives from the employee or others in connection with treatment will be kept strictly confidential. The employee's decision to seek assistance through a rehabilitation program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

The New York State Office of Alcoholism and Substance Abuse Services plans, develops and regulates the state's system of chemical dependence agencies. This includes the direct operation of 12 Addiction Treatment Centers, which provide inpatient rehabilitation services to 10,000 persons per year. In addition, the Office licenses, funds, and supervises some 1,300 local, community-based programs, chemical dependence treatment programs, which serve about 110,000 persons on any given day in a wide range of comprehensive services.

OASAS New York City Office
501 7th Avenue, New York, NY 10018-5903
Tel: 518-473-3460
E-Mail: communications@oasas.ny.gov

Pilgrim Psychiatric Center - NYS OASAS Field Office
998 Crooked Hill Road, West Brentwood, NY 11717
Tel: (631) 434-7263

**15. Ensuring the Safety of all Employees**

Communicating the Drug and Alcohol policy to all employees is critical. To ensure all employees are aware of their role in supporting our drug and alcohol-free workplace program, the Company shall:

- Distribute a written copy of the policy and any updates to all employees; and
- Review the policy at safety meetings.

**Exhibit B**

**Posillico Civil, Inc.**
**FLEET & DRIVERS SAFETY POLICY**

The Fleet & Driver Safety Program is designed to focus on driver safety, responsibility and professionalism.

The goal of the Fleet & Driver Safety Program is to ensure the safety of those individuals who drive company vehicles and productively serve our customers. It is the driver's responsibility to operate all vehicles in a safe manner and to drive defensively to prevent injuries and property damage. As such, Posillico endorses all applicable state motor vehicle regulations relating to driver safety.

You, as a representative of our company, play a key role in keeping the high standards Posillico Civil, Inc. is known for in our industry. Thank you for accepting this responsibility.

Sincerely,

*Joseph K. Posillico*
President

Updated: November 2020

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**Fleet & Driver Safety Program for Drivers and Operators**

**1. PURPOSE**

The purpose of this program is to outline Posillico's policy and procedures concerning its Fleet & Driver Safety Program for drivers of our licensed commercial company vehicles and equipment operated in the course of our daily business.

**2. LOSS PREVENTION KEY CONTACTS**

Frank Franzini, VP Risk Management & Compliance (631.390.5708 / ffranzini@posillicoinc.com): Mr. Franzini's primary responsibility is to approve driving privileges, conduct fleet safety orientation, and oversee program compliance.

Donald Meyer, Director of Health and Safety (631.390.5728 / dmeyer@posillicoinc.com): Mr. Meyer's primary responsibilities are to coordinate, promote and monitor all safety aspects for all the Posillico entities.

Alan Davis, Shop Manager (631.390.5789 / adavis@posillicoinc.com): Mr. Davis' primary responsibility is to oversee vehicle and equipment operations and maintain Posillico's Fleet.

**3. DRIVER ELIGIBILITY**

- **Valid Driver's License and Compliance with D.O.T Regulations:** Drivers must always have a valid driver's license for the type of vehicle and/or equipment to be operated and keep the license(s) with them while driving. All commercial drivers licensed drivers must comply with all applicable local, state and federal rules, regulations and ordinances for the type of vehicle and/or equipment being operated and have successful completion of medical, drug and alcohol evaluations further detailed herein.

- **Operation By Authorized Personnel:** Company vehicles and/or equipment are to be operated by authorized employees ONLY, except in emergencies, or in case of repair testing by a mechanic. Other employees and family members are not authorized to drive the Company vehicle and/or equipment.

- **Company Business:** Company vehicles and/or equipment are to be driven for Company business ONLY. Personal use of company vehicles and/or equipment is prohibited. An exception for is made for company vehicles used by authorized drivers during the following instances: (i) to travel to and from home to work; and (ii) vehicle used at lunch or break time to get lunch. Drivers are not permitted to go through a drive-through with

any vehicle; the vehicle must be parked in a designated spot for parking. No unauthorized persons are permitted to ride in company vehicles and/or equipment.

- **Driver's License Revocation and Suspension:** Any employee who has had a driver's license revoked or suspended shall immediately notify the Loss Prevention Key Contacts and discontinue operation of the company vehicle and/or equipment. Failure to do so may result in disciplinary action including dismissal.

- **Accident Reporting:** All accidents involving Company vehicles and/or equipment, regardless of severity, must be reported to the police and to the Loss Prevention Key Contacts. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including dismissal.

- **Intoxicants, Drugs and Alcohol:** The use of a Company vehicle and/or equipment while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including dismissal. Reference is made to Posillico' s Drug and Alcohol policy.

- **Distracted Driving Prohibited**: Drivers are responsible for the safe operation of a Company vehicle and/or equipment. Any activity unrelated to the actual operation of a motor vehicle in a manner that interferes with its safe operation, including but not limited to eating or drinking while driving, is prohibited.

- **Seatbelts:** All drivers and passengers operating or riding in Company vehicles and/or equipment MUST wear seatbelts. No one is permitted to ride in the back of a pick-up truck under any circumstances, nor ride on the outside of a vehicle and/or equipment.

- **Mechanical Needs and Vehicle Repair:** Report any mechanical difficulties and/or repair needs to the Loss Prevention Key Contacts.

- **Vehicle Security:** Drivers are responsible for the security of the Company vehicles and/or equipment being used by them. The vehicle and/or equipment engine must be shut off, ignition keys removed, and doors locked whenever the vehicle and/or equipment is left unattended. If the vehicle is left with a parking attendant, only the ignition key is to be left.

- **Supervisor Approval:** All driving and operating privileges for DMV-registered vehicles and/or equipment must be approved by the driver's supervisor. The supervisor shall submit a request form to Mr. Franzini requesting vehicle usage permission. Generally, candidates with less than seven (7) years total driving experience or less than five (5) years operating commercial vehicles are not eligible. The policies and procedures

outlined herein shall also apply to all Operating Engineers who may be assigned to operate rubber tire equipment capable of traveling on open public thoroughfare.

- **Driving Records and MVR/DMV Release Form:** Your personal driving record is a reflection of your overall driving habits, and directly affects our insurance costs. Your personal driving is your responsibility and our concern. Motor Vehicle Records ("MVR") will be ordered periodically to assess driving records. An unfavorable record may result in the loss of company vehicle and/or equipment driving privileges or employment. To that end, all employees and Operating Engineers granted driving and/or operation permissions are required to complete a MVR and DMV driving history release form.

  A standard method of evaluation for all prospective and current driver's MVRs will be used. The following criterion will be used in the evaluations and may disqualify a driver or candidate from driving privileges for a minimum of one (1) year, unless otherwise specified herein:

  1. One (1) or more type 'A' Violations in the past year.
  2. Three (3) or more type 'B' Violations in the past year.
  3. Any combination of accidents (regardless of fault) and type 'B' Violations which equal four (4) or more in the last year.

  Type 'A' Violations
  - Driving while intoxicated
  - Driving while under the influence of drugs
  - Negligent homicide arising out of the use of a motor vehicle (gross negligence)
  - Operating during a period of suspension or revocation
  - Using a motor vehicle for the commission of a felony
  - Aggravated assault with a motor vehicle
  - Operating a motor vehicle without the owner's authority (grand theft)
  - Permitting an unlicensed person to drive
  - Reckless driving
  - Speed contest (racing)
  - Hit and run (bodily injury or property damage)

  Type 'B' Violations
  - All moving violations not listed as type 'A' Violations
  - Speeding
    - Posillico reserves the right to track a driver's speed. Drivers will receive an Internal Speed Notice weekly. If a driver has two (2) weekly speed reports in a six (6) month period containing a total of eight (8) minutes or more of speeding or three (3) separate events above 75 mph (or 10

mph over the local speed limits), the driver shall lose driving privileges for one (1) week.
  - If within the six (6) month period following the one (1) week suspension the driver receives another such Internal Speed Report, the driver shall lose driving privileges for six (6) weeks.
  - Any additional such Internal Speed Reports received in the one (1) year period following a six (6) week suspension will result in a loss of driving privileges for one (1) year.

Additionally, any of the following may also serve to disqualify a driver or candidate from driving privileges:

- Failure to report an accident and/or traffic ticket
- Operating a vehicle under a suspended or revoked license
- On-site Safety violations while operating vehicle and/or equipment
- Failure of post-accident drug test

Posillico reserves the right to deny driving and operation privileges for reasons other than those listed herein, including non-compliance with Posillico's Drug and Alcohol policy.

- **Drug Test Release Form:** All drivers and candidates are required to complete and submit a drug test release form. Failure to submit the Drug Test Release Form and/or failure to comply with Posillico's Drug and Alcohol policy may result in discipline, including disqualification from driving privileges and dismissal.

**4. EMPLOYEE DRIVING TRAINING**

- Prior to operating a company vehicle and/or equipment, all drivers must complete:
  - a defensive driving course completed in the past six (6) months;
  - a thorough induction to Posillico's road safety policies and procedures including, but not limited to, the policies referenced herein, fuel card use, incident reporting, and vehicle and/or equipment maintenance checklist; and
  - return executed acknowledgments and releases.

**5. POST-INCIDENT RE-TRAINING**

- Following an incident, the driver involved may be suspended from driving any Posillico insured vehicle and/or equipment until he/she: (i) retakes a defensive driving course; (ii) receives approval by the Loss Prevention Key Contacts; and (iii) approval by the driver's supervisor.

## 6. ANNUAL REVIEW

- On an annual basis, each driver must receive a Fleet Safety Orientation conducted by the Loss Prevention Key Contacts. Drivers with attenuator privileges must complete an additional refresher-training course.

## 7. EMPLOYEE RECORDKEEPING

- The following records shall be maintained for each authorized driver:
    - Request for Driving Privileges Application
    - Annual MVR/DMV records
    - Annual defensive driving certificate
    - Copy of all relevant licenses
    - Copy of physical examinations completed by a certified physician for drivers of vehicles requiring physical medical examination
    - Any other documentation deemed relevant by the Key Loss Prevention Contacts and the driver's supervisor

## 8. VEHICLE USAGE POLICY

- **Attenuator Authorization:** Attenuators are only to be driven on the job site only. Attenuator is to be in down position only when required for use. Attenuator to be raised up for all turns and for travel to and from work area.

- **GPS Monitoring:** To ensure the safety of our drivers and traveling public, all company vehicles and/or equipment capable of traveling on open public thoroughfare may be equipped with GPS tracking devices capable of identifying the vehicle's location, speed, and other information related to the vehicle. Violations may be issued to drivers exceeding applicable speed limits. Additionally, the Company reserves the right to install video monitoring devices in all Company owned vehicles and equipment.

- **Parking:** Always park vehicle in a safe location. Back into parking space when possible and do not park in area of equipment movement.
- **Cell Phone Use:** Under all circumstances, drivers shall obey all motor vehicle laws. Violations or fines incurred by drivers shall be the full responsibility of the driver, and may affect future driving privileges. Under no circumstances is a driver permitted to hold a cell phone or other device to their ear while operating a vehicle and/or equipment. A hands-free device must be used at all times while in the vehicle and/or equipment. No dialing out, texting, r interfering with the safe operation of the vehicle and/or equipment.
- **Proper Equipment:** All Posillico Flatbed Trucks, Foreman Pick-up Trucks, Attenuators and Shop Trucks must be equipped with a fire extinguisher and Stop/Slow Paddles. In addition, All Flatbed trucks, Attenuators and Shop trucks must carry a DOT mandated breakdown kit.

- **Warning Beacon:** All vehicles must be equipped with a warning beacon and it must always be in use while entering a project zone, traveling in the project zone and while leaving the project zone.

## 9. ACCIDENT PROCEDURE AND REPORTING

- If you are involved in an accident while operating a company-issued vehicle and/or equipment, perform the following steps and report all information referenced below to your supervisor immediately:
  - Check your surroundings – make sure scene is safe.
  - Check for injuries – call 911 immediately if anyone is seriously injured or requires medical treatment.
  - Move people and vehicle to a safe location away from the roadway, if can be done safely. Do not touch injured personnel unless life threatening.
  - Report accident to your supervisor before leaving the accident site.
  - Take photos of all vehicles and/or equipment involve.
  - Take down the driver's license number, state of issuance, name, address, phone number, and insurance information for any other drivers involved in the incident.
  - Record the police report number for any police-generated reports.
  - Complete an incident report with your supervisor.

## 10. USE OF PERSONAL VEHICLE FOR COMPANY BUSINESS

- Employees driving their own personal vehicles on for company business are required to satisfactorily complete a defensive driving course.

- Employees using their own vehicles for company business must provide Mr. Franzini with a copy of their insurance endorsement including minimum coverage of $100,000/$300,000 for Bodily Injury and $100,000 for Property Damage. Failure to do so will result in the suspension of the reimbursement until such time that the endorsement is received.

- Employees receiving a company allowance are not permitted to use a company vehicle in lieu of their own vehicle, unless approved by Management. Written approval may be given on a case-by-case basis.

- Employees receiving a vehicle reimbursement, allowance or mileage reimbursement must submit a MVR/DMV release form.

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**Exhibit C**
**ANTITRUST COMPLIANCE POLICY**

A. INTRODUCTION

The overall purpose of the U.S. antitrust laws is to guarantee that society will always enjoy all the benefits that free competition can provide. It is Posillico's position that while competition may be fierce, and competitors may fall by the wayside, competition itself must never be weakened by such anticompetitive conduct such as as price-fixing, other agreements unreasonably restraining trade, monopolies achieved by improper means, or any of the other anticompetitive acts that U.S. laws prohibit.

B. POLICY

Each employee of Posillico, no matter the position held, is responsible to ensure Posillico's compliance with applicable antitrust laws. These laws are designed to promote competition and protect consumers from unfair business arrangements and practices. Violations of antitrust laws can result in severe penalties and significant damage to Posillico's reputation, including large fines and the loss of important contract, patent and license rights for Posillico, as well as fines and jail sentences for individual employees. In addition to government suits, private parties can also sue, and damage awards can be massive, as can the legal fees incurred to defend the suits.

Some antitrust acts are clearly and undeniably wrong under any circumstances, such as bid-rigging; and/or market/customer allocation agreements. Agreeing with a competitor that you will both raise your prices or price-fixing is another obvious example of anticompetitive conduct. If a competitor were to ask you to enter into such a clearly illegal agreement, the offer should be refused emphatically. The legality of many other types of business conduct, however, are less certain, but if the conduct affects competition, it might have antitrust implications. The antitrust laws are complex and their application to a business or a transaction depends on a variety of factors. Posillico's employees are not expected to act alone, as issues arise, you should review this Antitrust Policy along with Posillico's Code of Business Conduct and Ethics Policy and consult with Posillico's General Counsel on next steps. In addition, Posillico shall endeavor to periodically conduct antitrust educational programs as well as antitrust compliance reviews to ensure that its officers and employees conduct Posillico's business in a lawful manner. Such training and compliance reviews are particularly important where an employees' duties bring them into contact with competitors or involve pricing, pricing policies, terms of sale or other marketing responsibilities.

C. REPORTING AND DISCIPLINE

The purpose of this section of the Antitrust Policy is to implement procedures for reporting potential violations and advise of disciplinary consequences for individuals that fail to comply with Posillico's Antitrust Policy and/or with the antitrust laws generally.

Posillico encourages prompt reporting of any incidents involving potential violations of its Antitrust Policy and/or the antitrust laws generally so that corrective action may be taken. Any potential violations should be reported immediately to Posillico's General Counsel. It cannot be emphasized

strongly enough that ALL COMPLAINTS OR INCIDENTS OF POTENTIAL VIOLATIONS OF THIS ANTITRUST POLICY AND/OR THE ANTITRUST LAWS GENERALLY MUST BE PROMPTLY REPORTED. Posillico cannot resolve a potential violation unless it knows about it. Moreover, in certain circumstances Posillico may avoid punishment under the antitrust laws if it promptly notifies the government of a suspected violation. Prompt notification could be the difference between no liability and paying significant fines and other criminal sanctions. Therefore, it is the responsibility of every Posillico employee or agent of Posillico who has information that gives rise to a belief of potential violations to bring the information to the attention of Posillico's General Counsel as promptly as possible.

Posillico shall endeavor to thoroughly and promptly investigate every reported potential violation. Depending on the facts and circumstances, the investigation may include the following steps: an interview of the person who reported the alleged violation to obtain complete details regarding the alleged violation; interviews of anyone who is alleged to have committed the acts of alleged violation to respond to the claims; and interview any employees who may have witnessed, or who may have knowledge of, the alleged violation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair and proper investigation and subject to any applicable legal requirements.

If, as a result of the investigation, Posillico concludes that a violation of this Antitrust Policy or the antitrust laws has occurred Posillico will take prompt remedial action, including appropriate corrective action against the person or people involved in the violation. Posillico takes all reports of potential antitrust issues seriously and will not penalize or retaliate against anyone in any way for providing information to Posillico management or General Counsel. Posillico will not tolerate retaliation against anyone for reporting a potential violation of this Antitrust Policy and/or the antitrust laws generally, or any other unlawful conduct, or for cooperating in an investigation. Any incidents of retaliation should be reported immediately to Posillico's General Counsel.

This Policy sets out minimum standards upon which Posillico's antitrust compliance culture is built. Posillico will strive to ensure that its management group is able to proactively support and advance Posillico's Antitrust Policy.

**Employee Handbook and Code of Business Ethics**
**Acknowledgement Form**

I have received a copy of the Posillico Employee Handbook dated **January 1, 2022**, including any applicable state supplements, addendums and the Code of Business Ethics.

I have read its contents, have been given the opportunity to ask any questions regarding its contents, and fully understand it.

I agree to the terms and conditions of employment contained in this Employee Handbook and agree to follow all the rules, regulations and standards set forth in this Employee Handbook and the job description for my position. I realize that any failure to comply with these rules and policies could result in the termination of my employment.

I further realize that I am responsible for being aware of changes to this Employee Handbook as time and circumstances require.

I understand and agree that nothing contained in the Employee Handbook shall be deemed to create an employment contract between Posillico and myself for either employment or for the provision of any benefit. The personnel policies in the Employee Handbook are no more than broad, internal guidelines which Posillico may, from time to time, change, limit, modify or revoke, as necessary. No promises regarding employment or inducements to take employment have been made or offered to me other than in the Posillico offer of employment and I understand and agree that no promises are binding upon Posillico unless made in writing by the Chief Executive Officer or his designee.

I understand and agree that I have the right to terminate my employment at any time for any reason and that Posillico retains a similar right.

I understand that this Employee Handbook changes and redefines conditions and past practices of employment in certain important areas.

_____ _____

EMPLOYEE NAME - (PRINTED) DEPARTMENT

_____ _____

EMPLOYEE SIGNATURE 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 [X] NO [ ] If yes, to what campaign committee?

See attached relevant contribution spreadsheet. There have been no additional Nassau County Contributions.

1 File(s) uploaded: Political Contributions For Nassau County.pdf

Electronically signed and certified at the date and time indicated by:
Jillian Brown [BREAKWATERQUALS@POSILLICOINC.COM]

Dated: 05/11/2026 10:46:10 am

Vendor: Posillico Civil, Inc.

Title: Prequalification Manager

| Company/Individual | Date Paid | F/BO | Address | Amount |
|---|---|---|---|---|
| Micheal J. Posillico | 1/3/2023 | [redacted] | | |
| Micheal J. Posillico | 8/2/2023 | | | |
| Micheal J. Posillico | 9/8/2023 | | | |
| Posillico Civil | 6/22/2023 | | | |

**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 K. Posillico
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1750 New Highway
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 6316816171

   Other present address(es): 126 Waters Edge Dr.
   City: Jupiter State/Province/ Territory: FL Zip/Postal Code: 33477
   Country: US
   Telephone: 6316816171

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 01/01/2004 | Treasurer | |
| Chairman of Board | | Shareholder | 01/01/2004 |
| Chief Exec. Officer | 09/24/2007 | Secretary | |
| Chief Financial Officer | | Partner | 01/01/2004 |
| Vice President | 09/01/1990 | | |
| (Other) | | | |

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

   See Attachment - Directors and Principal Officers, Ownership, Interest in Property.
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

   1 File(s) uploaded: Question # 3 (1).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 [X] NO [ ] If Yes, provide details.

Yes, please refer to attached financial statements

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Civil 12-31-24 Audit Standalone Short scanned NC Portal.. (2).pdf

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.

Yes, please see attached Entity Matrix for three (3) Principal's listed above.
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

[redacted]

2 File(s) uploaded: #9 Entities.pdf, JV List.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.

Yes, see attached with all relevant government contract awards
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 6 (2).pdf

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 K. Posillico , 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 K. Posillico , 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.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph K. Posillico JKPOSILLICO@POSILLICOINC.COM

President / CEO - Joseph K. Posillico

Title

04/06/2026 09:58:21 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 J. Posillico
Date of birth: [redacted]
Home address: [redacted]

| | | | | | |
|---|---|---|---|---|---|
| City: | [redacted] | State/Province/ Territory: | [redacted] | Zip/Postal Code: | [redacted] |
| Country: | US | | | | |

Business Address: 1750 New Highway

| | | | | | |
|---|---|---|---|---|---|
| City: | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Telephone: | 631.390.5740 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country: | US | | | | |
| Telephone: | 6312491872 | | | | |

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 | 12/31/2014 |
| Chief Financial Officer | | Partner | |
| Vice President | 02/10/1985 | | |
| (Other) | | | |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President |
| Start Date | 12/31/2014 |

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

See Attachment
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 3 (1).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 [X] NO [ ] If Yes, provide details.

Yes, please refer to attached financial statements.
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Civil 12-31-24 Audit Standalone Short scanned NC Portal.. (2).pdf

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.

Yes, please see attached.

- [redacted]

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) uploaded: #9 Entities.pdf, JV List.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.

Yes, please see attached Entity Matrix
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 6 (2).pdf

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 J. Posillico , 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 J. Posillico , 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.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael J. Posillico MPOSILLICO@POSILLICOINC.COM

EVP/Secretary

Title

03/26/2026 11:28:39 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 Posillico, III
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1750 New Highway
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 516 380 8338

   Other present address(es):
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country: US
   Telephone: 6312491872

   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 | 04/01/2004 |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | 04/01/2004 |
| Vice President | | | |
| (Other) | | | |

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

   See Attachment -
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

   1 File(s) uploaded: Question # 3 (1).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 [X] NO [ ] If Yes, provide details.

| |
|---|
| Yes, please refer to attached financial statement<br>Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act. |

1 File(s) uploaded: Civil 12-31-25 Audit Standalone for NC Portal.pdf

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.

| |
|---|
| Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act. |

2 File(s) uploaded: #9 Entities.pdf, JV List.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.

| |
|---|
| please see the attached |

1 File(s) uploaded: Question # 6 (2).pdf

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 D. Posillico,III , 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 D. Posillico,III , 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.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph D. Posillico, III JP3@POSILLICOINC.COM

Joseph D. Posillico, III - Shareholder

Title

05/13/2026 09:47:35 am

Date

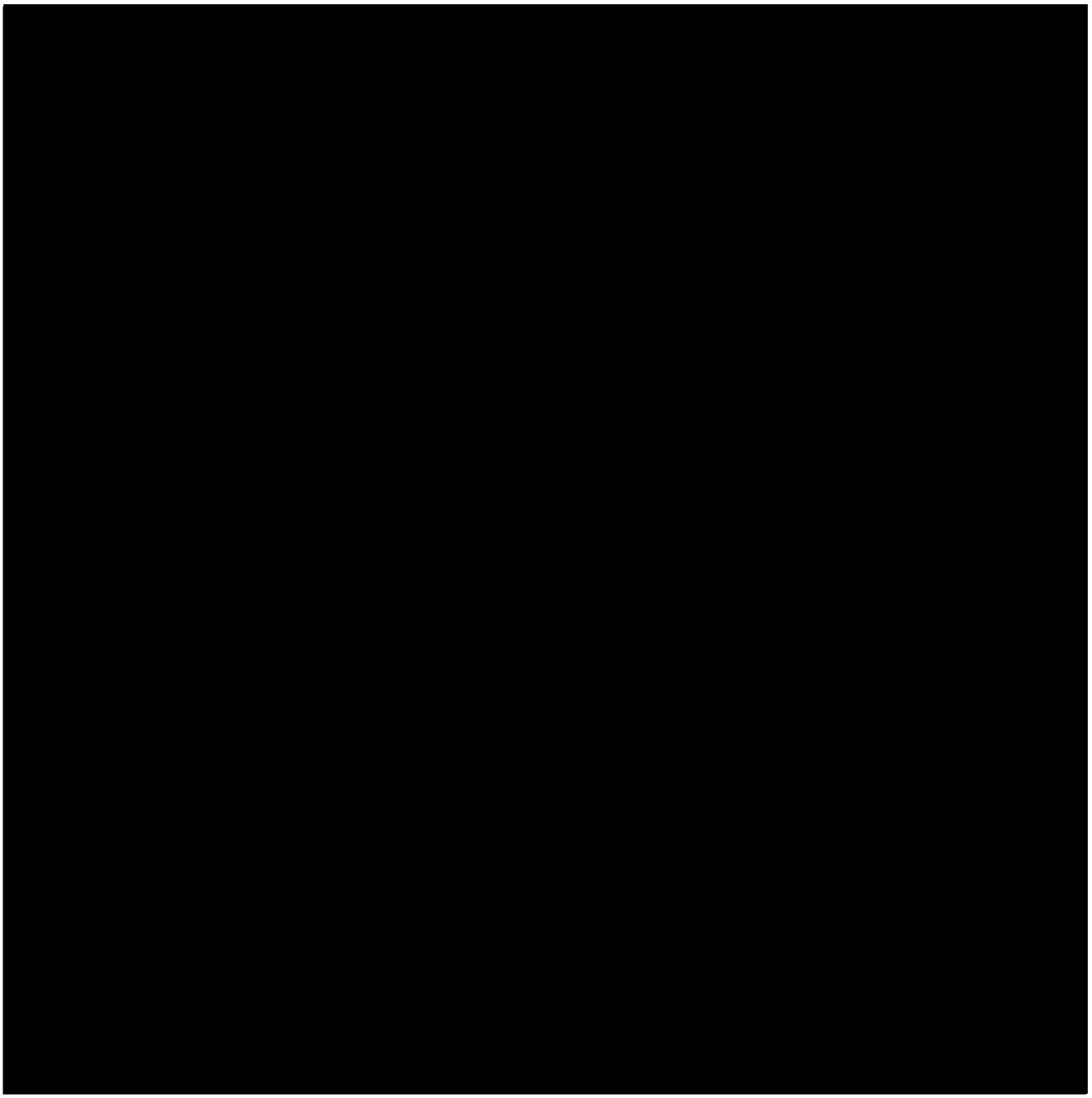
| Entity Name | Corporate Address | Ownership |
| --- | --- | --- |
| [redacted] | | |

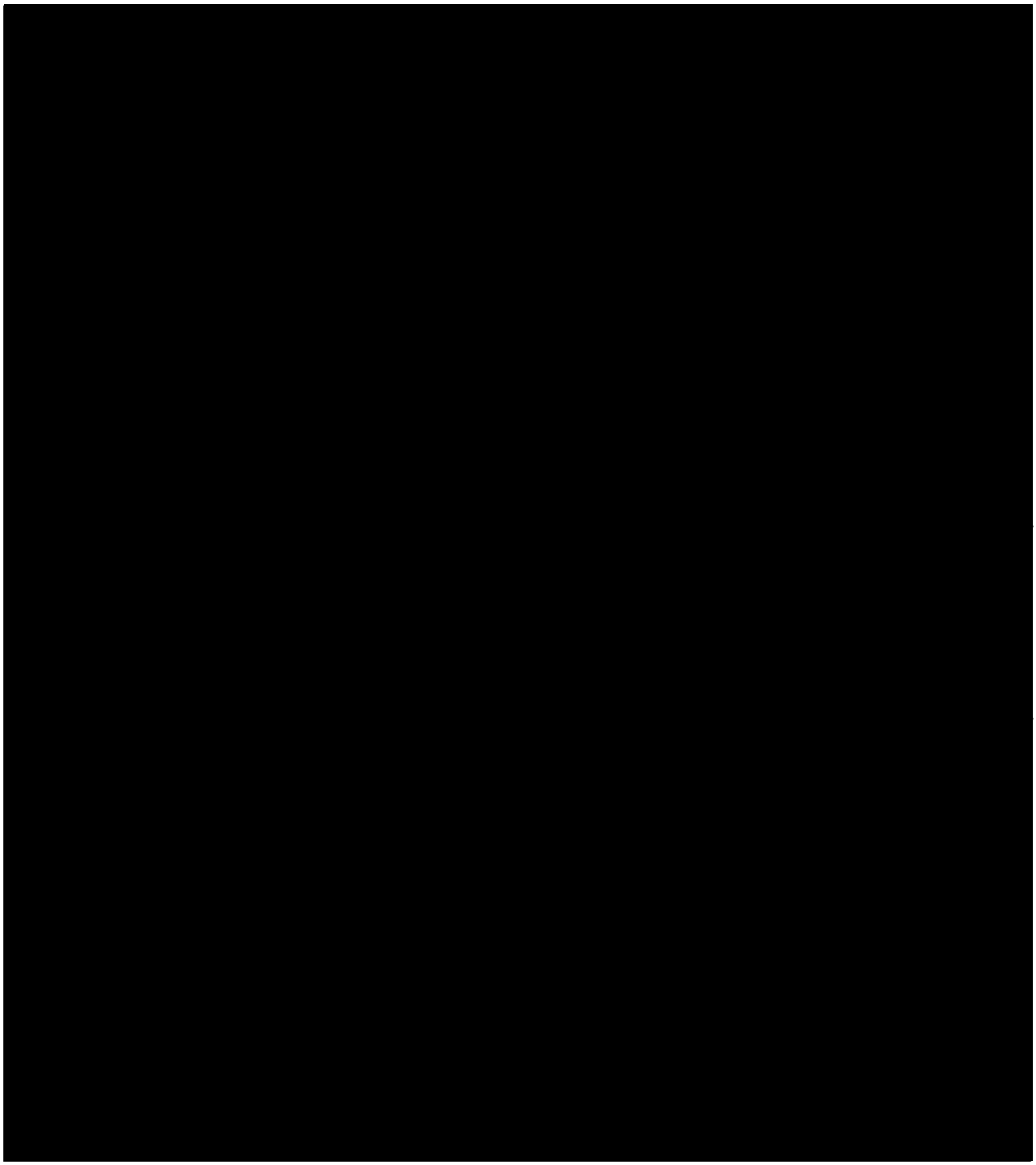
**POSILLICO CIVIL, INC.**

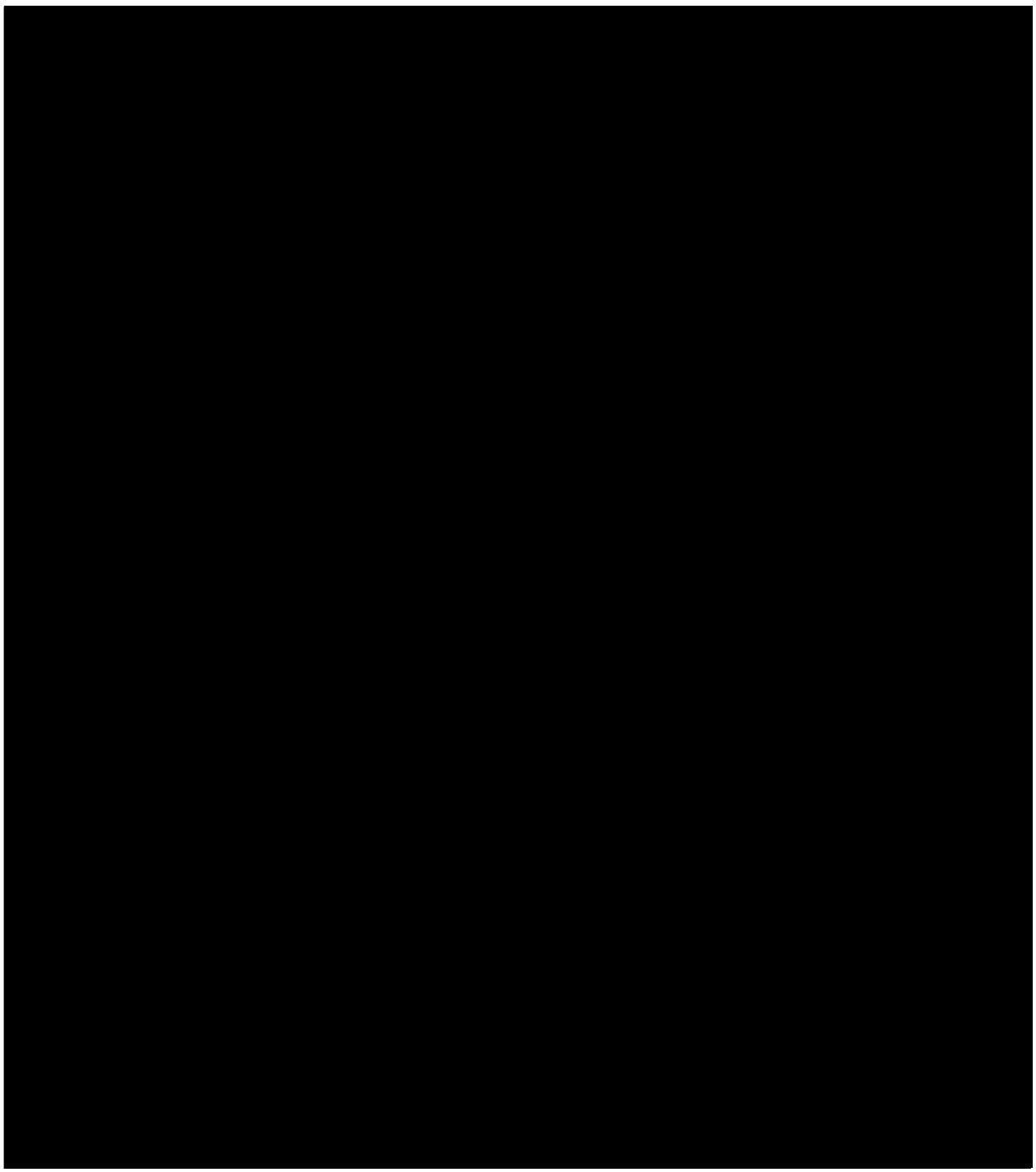
**CONSOLIDATED FINANCIAL STATEMENTS**

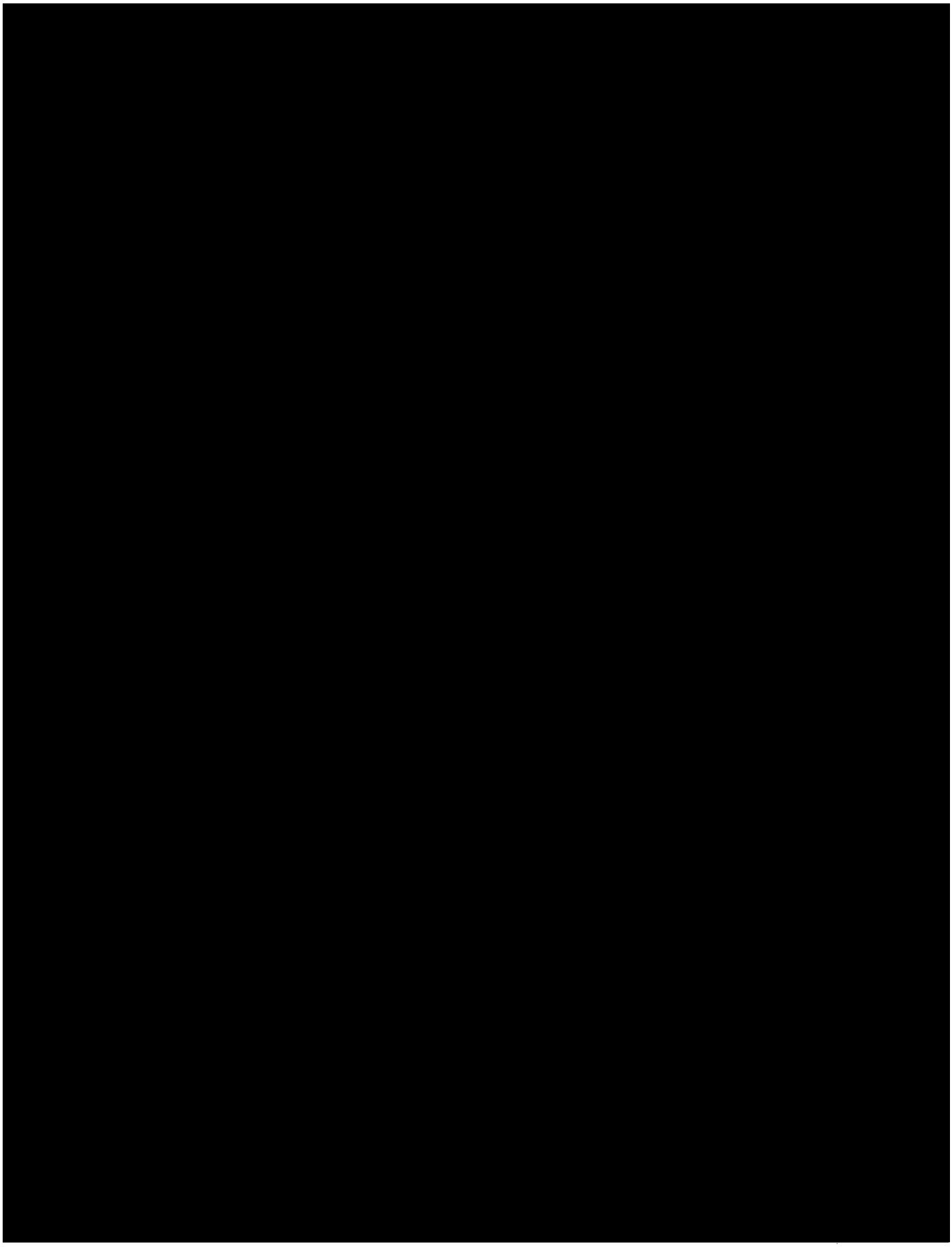
**DECEMBER 31, 2025**

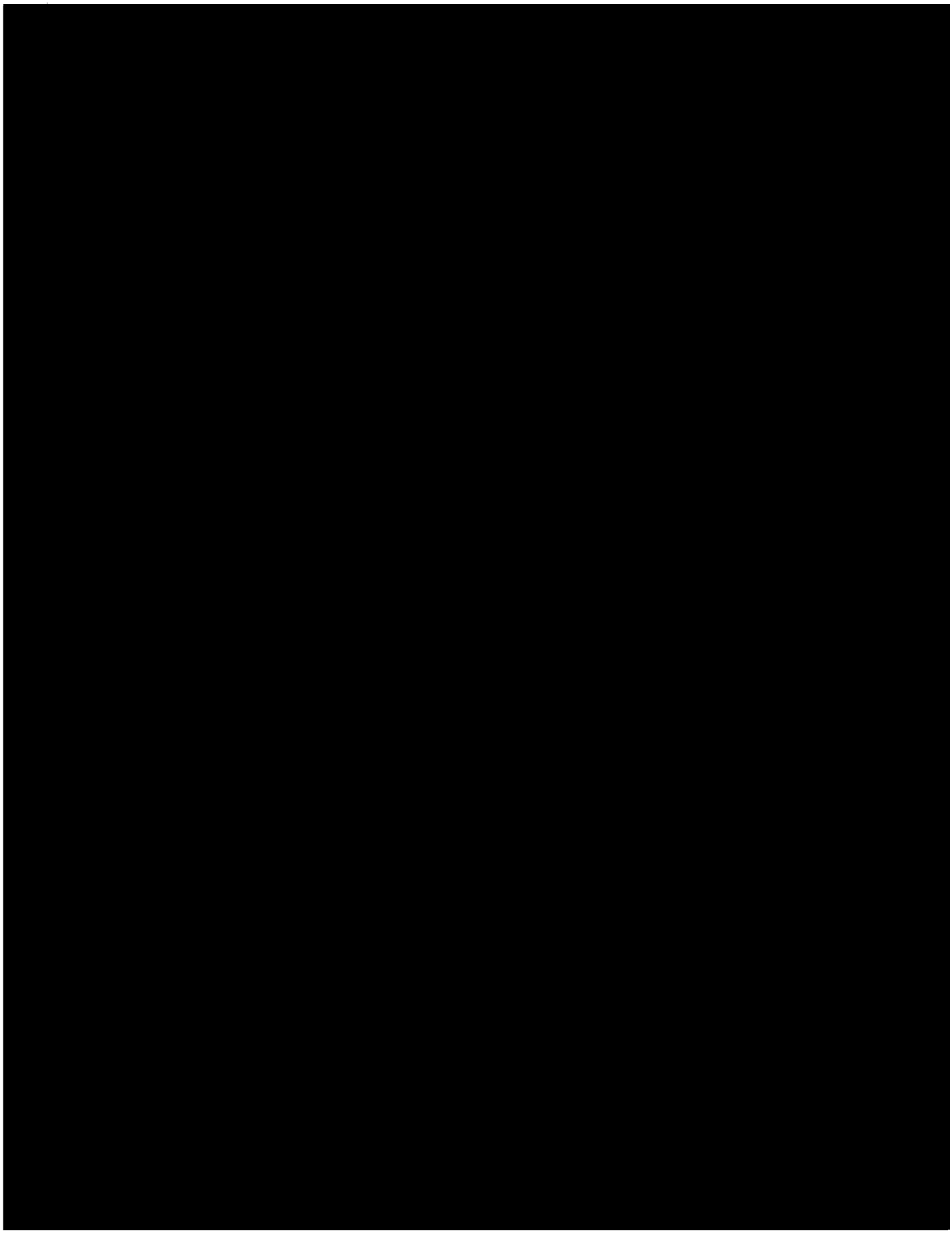
CONFIDENTIAL FOR NASSAU COUNTY PORTAL ONLY
EXEMPT FROM DISCLOSURE UNDER FOIA/FOIL
RELEASE TO ANY THIRD PARTY ONLY UPON EXPRESS WRITTEN CONSENT

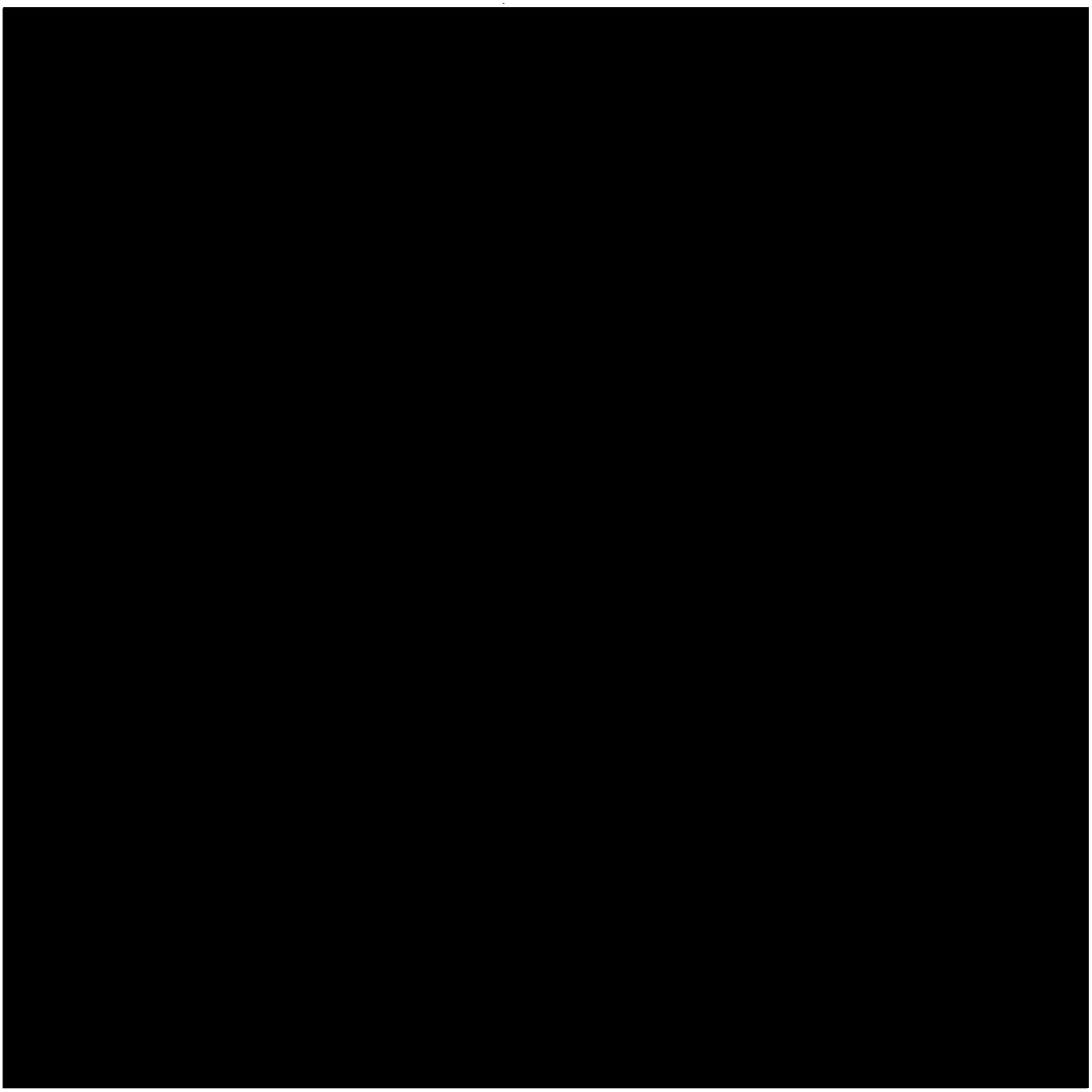


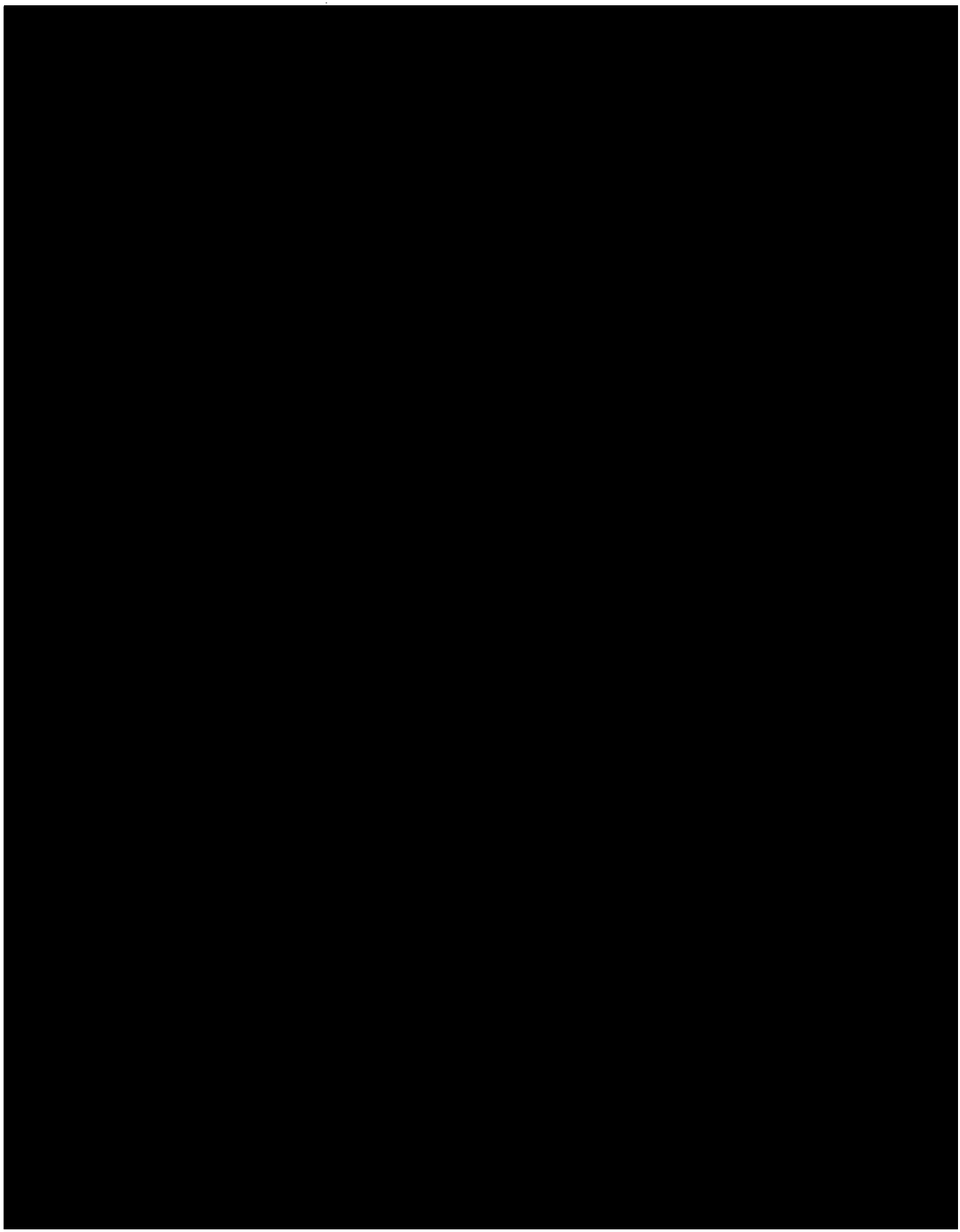


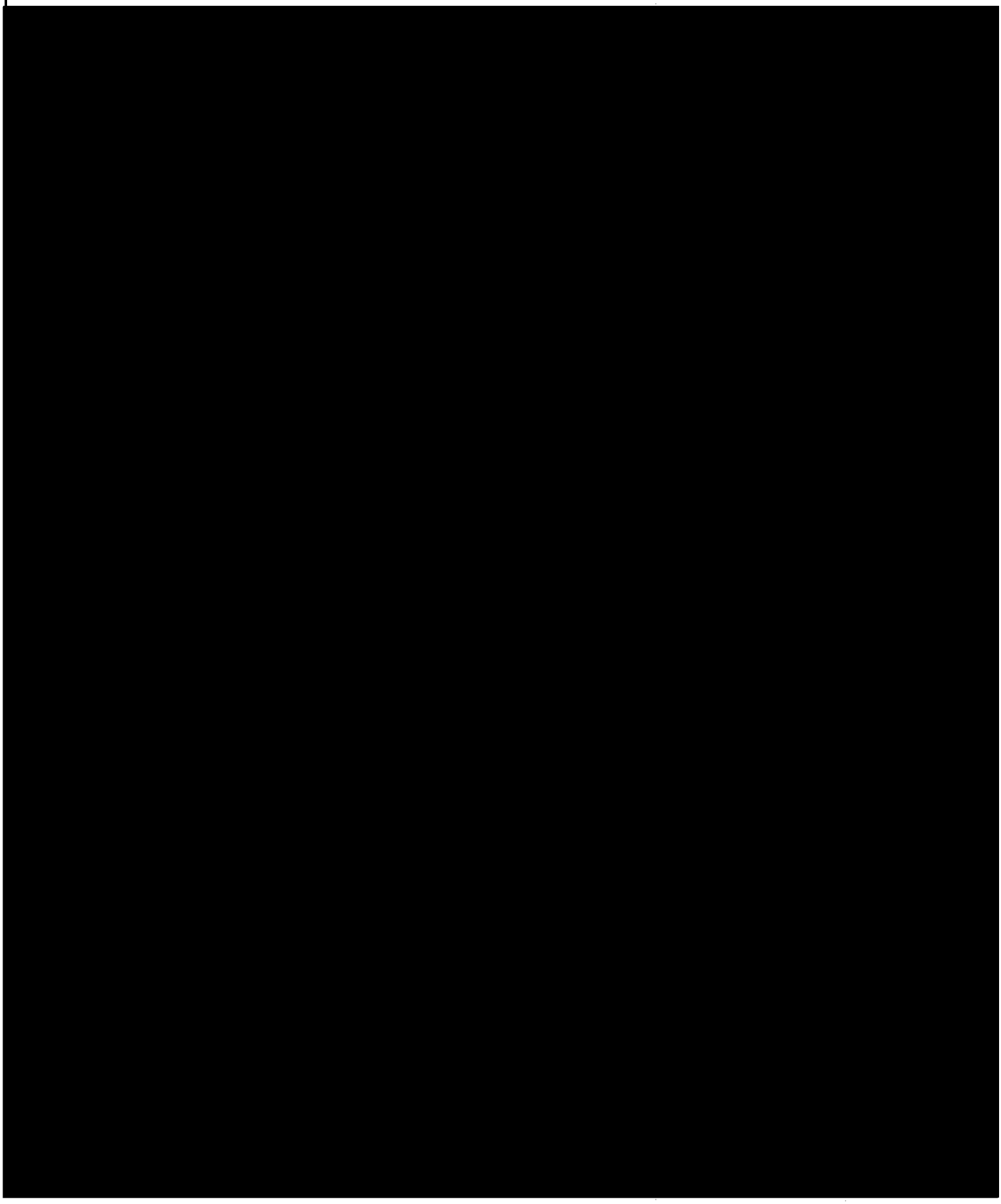


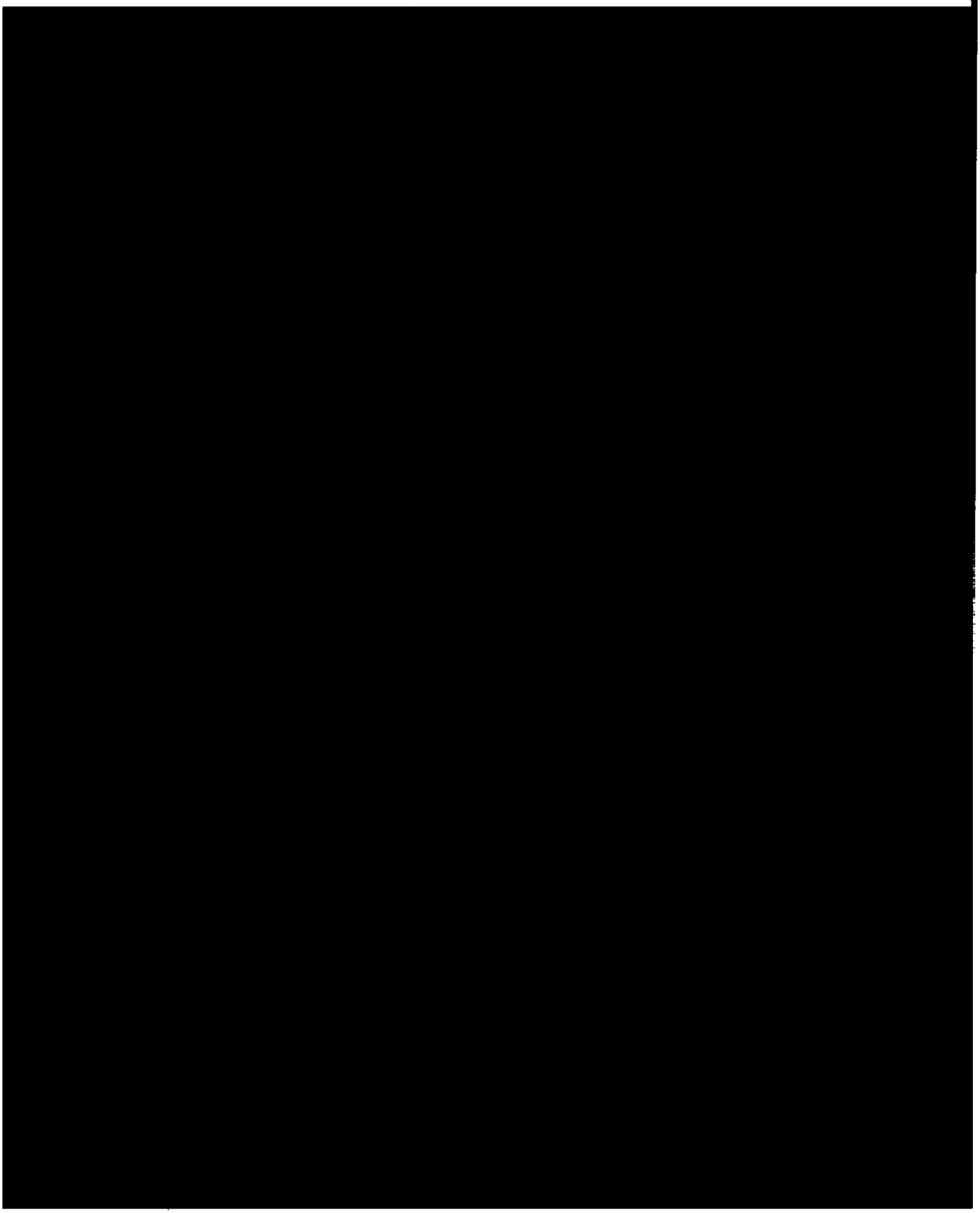


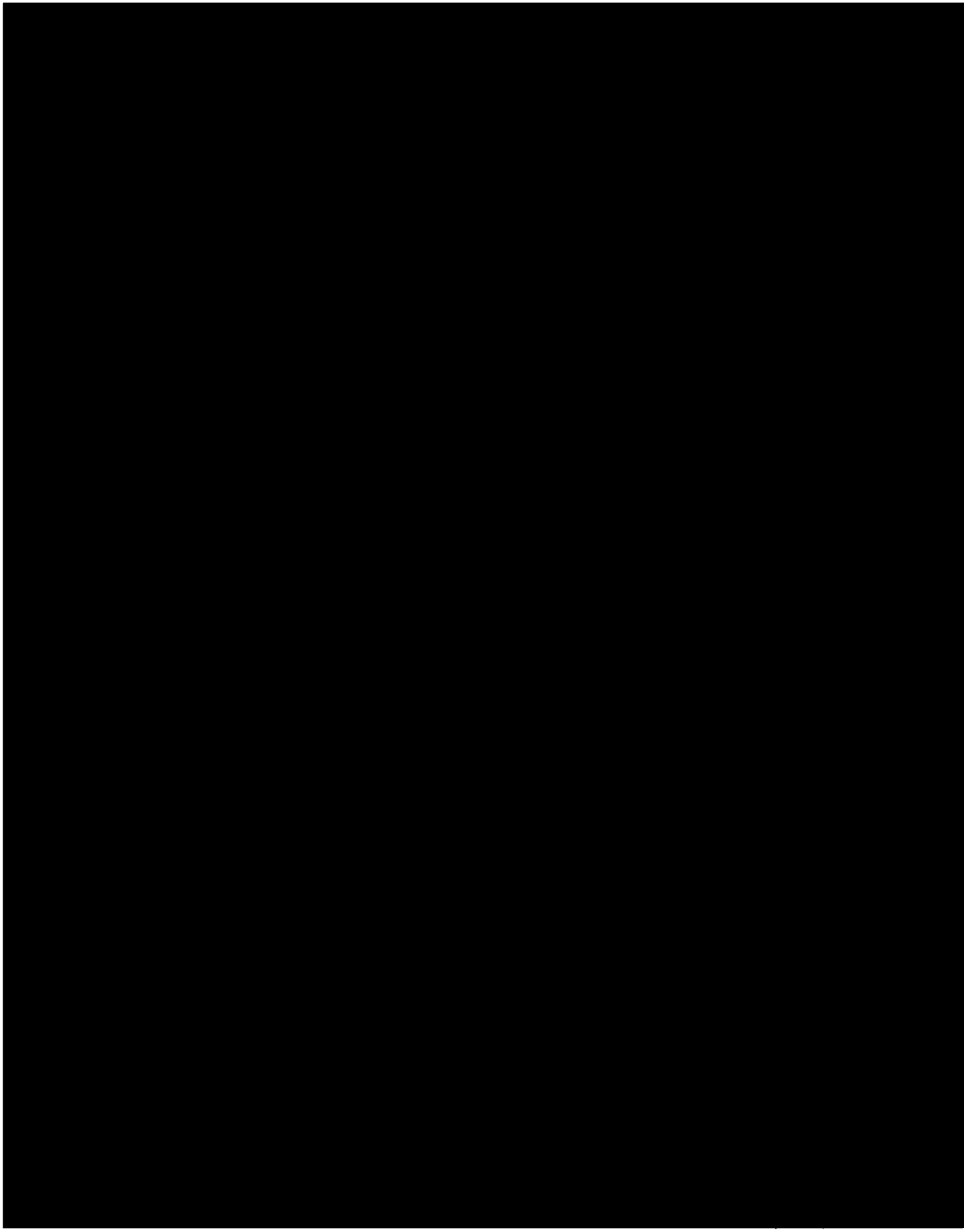


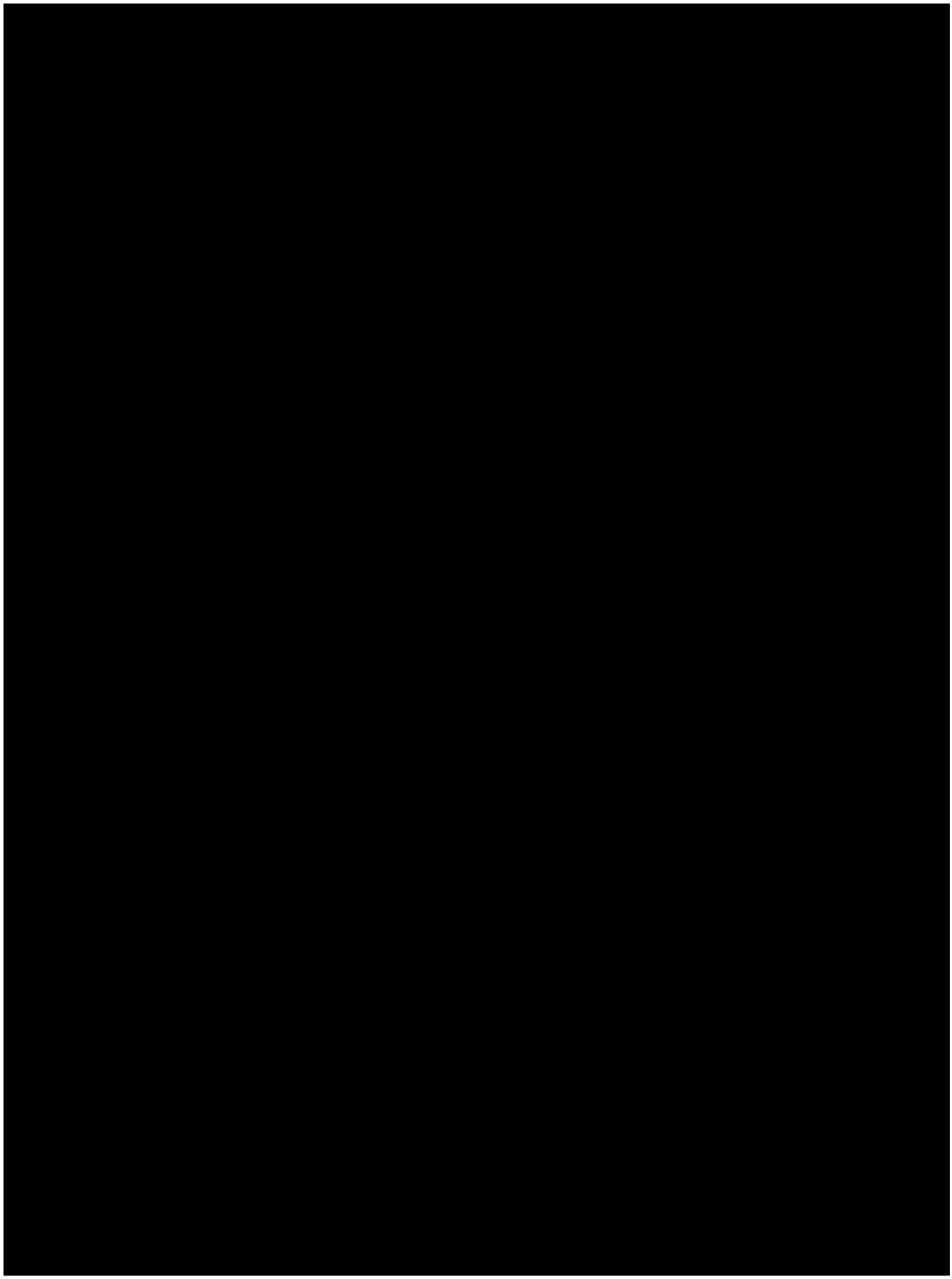


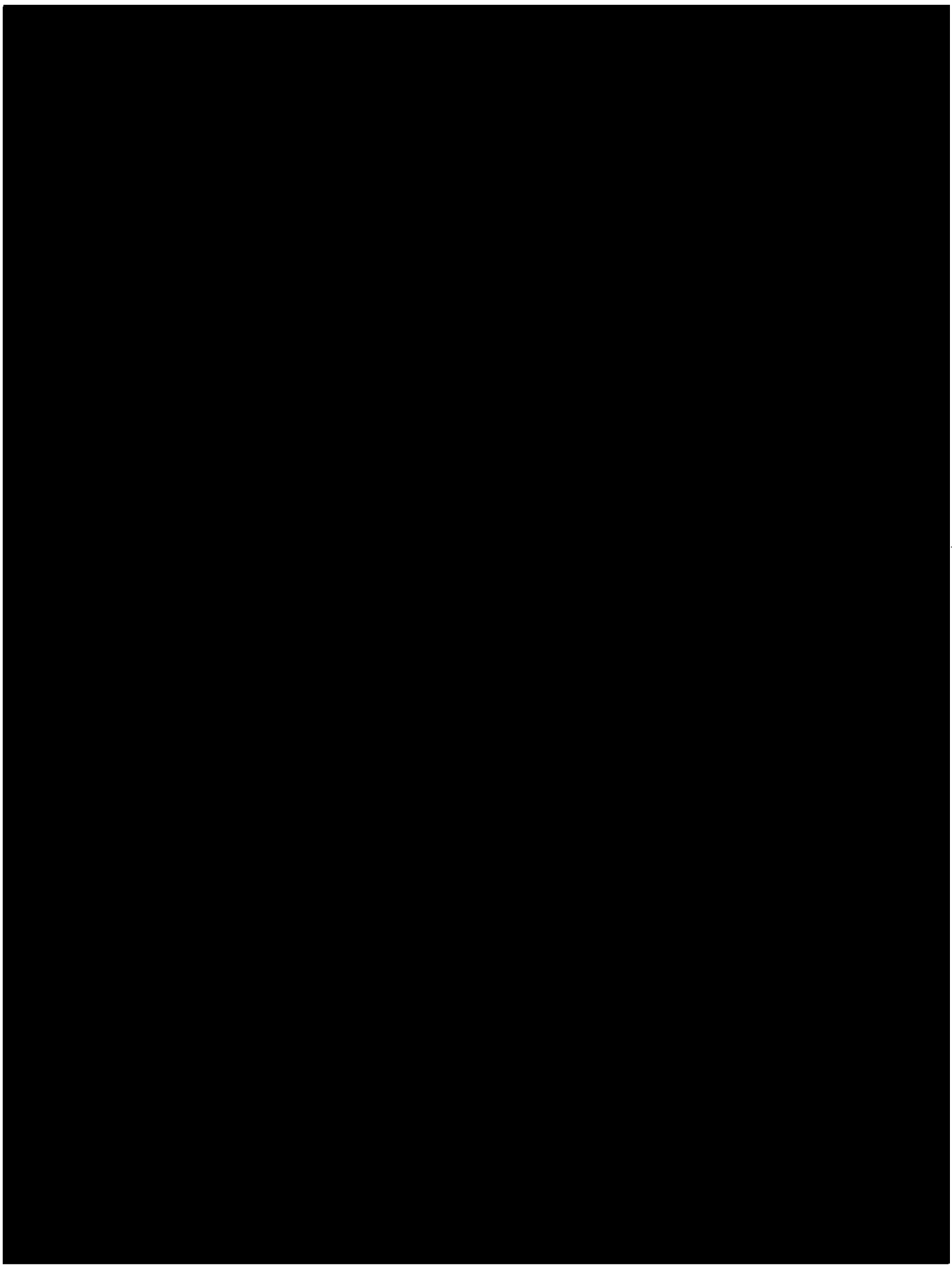


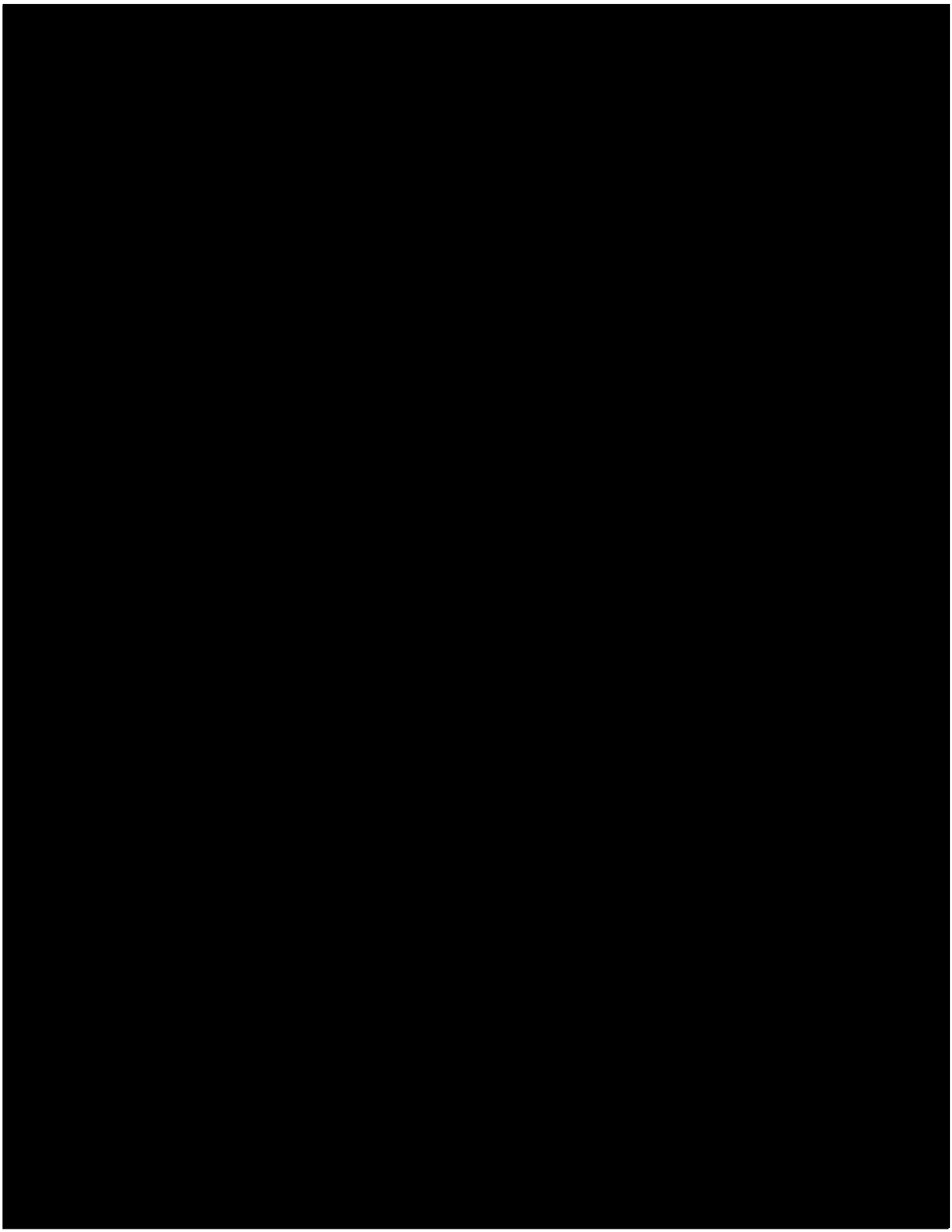


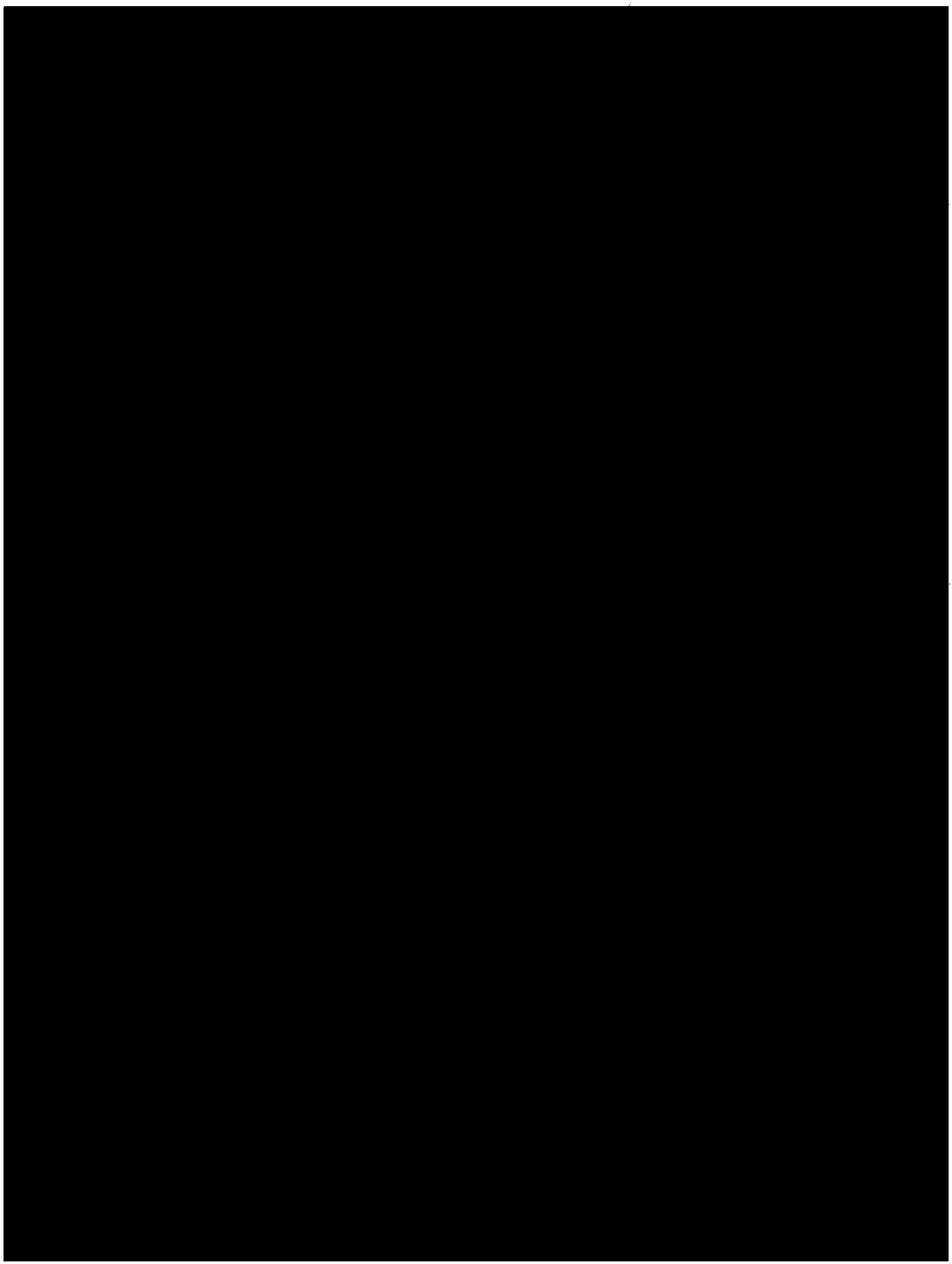


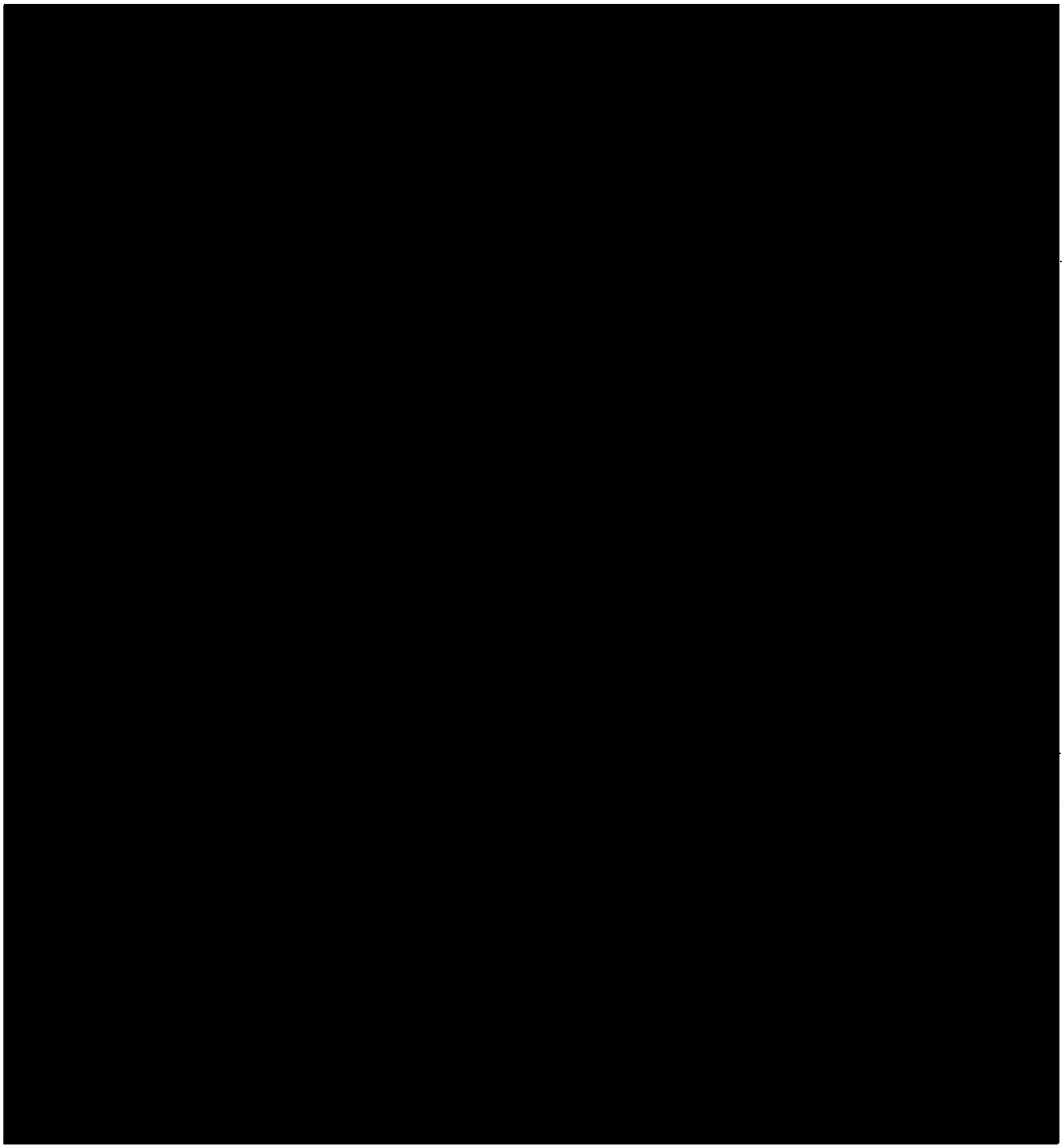


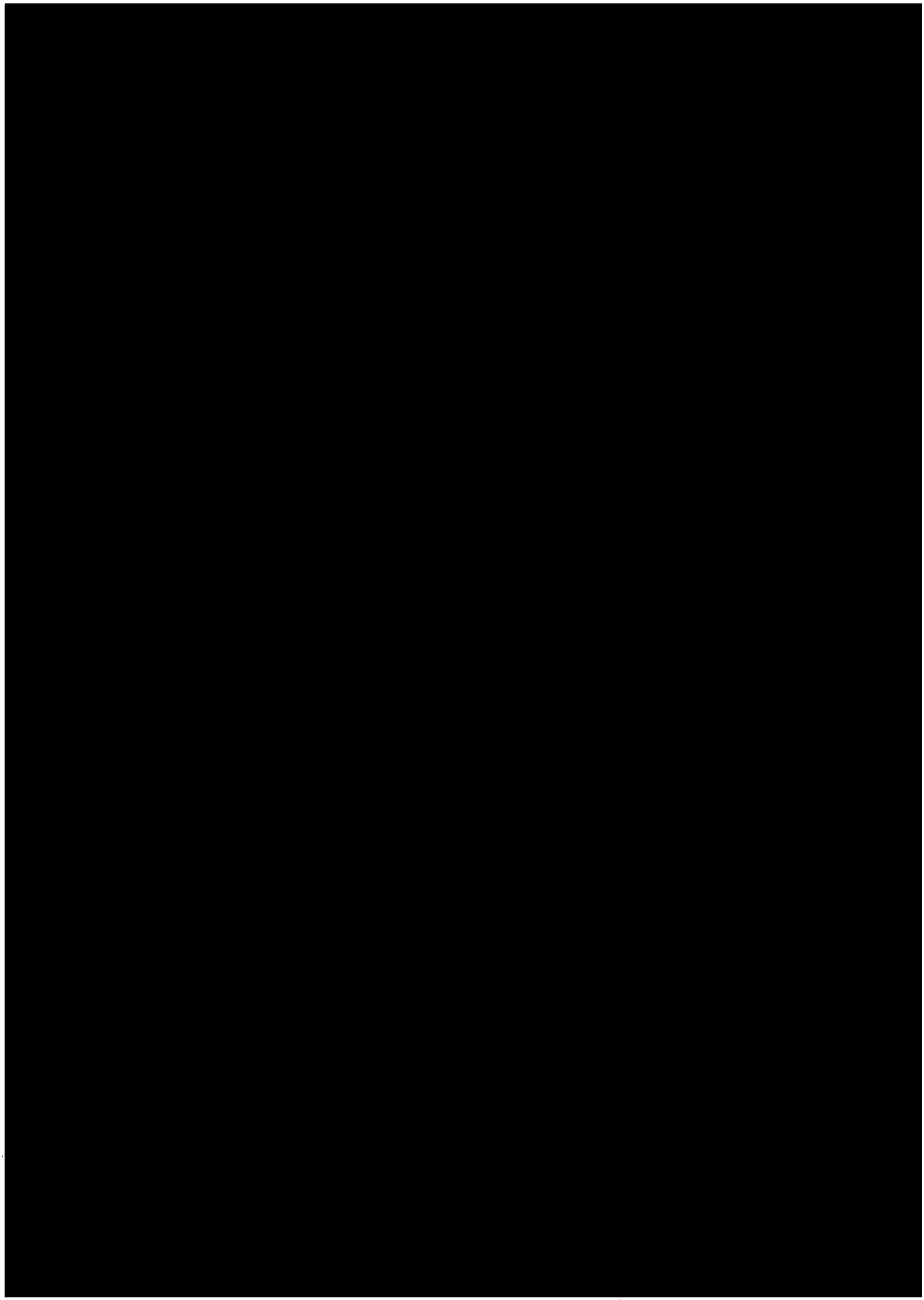


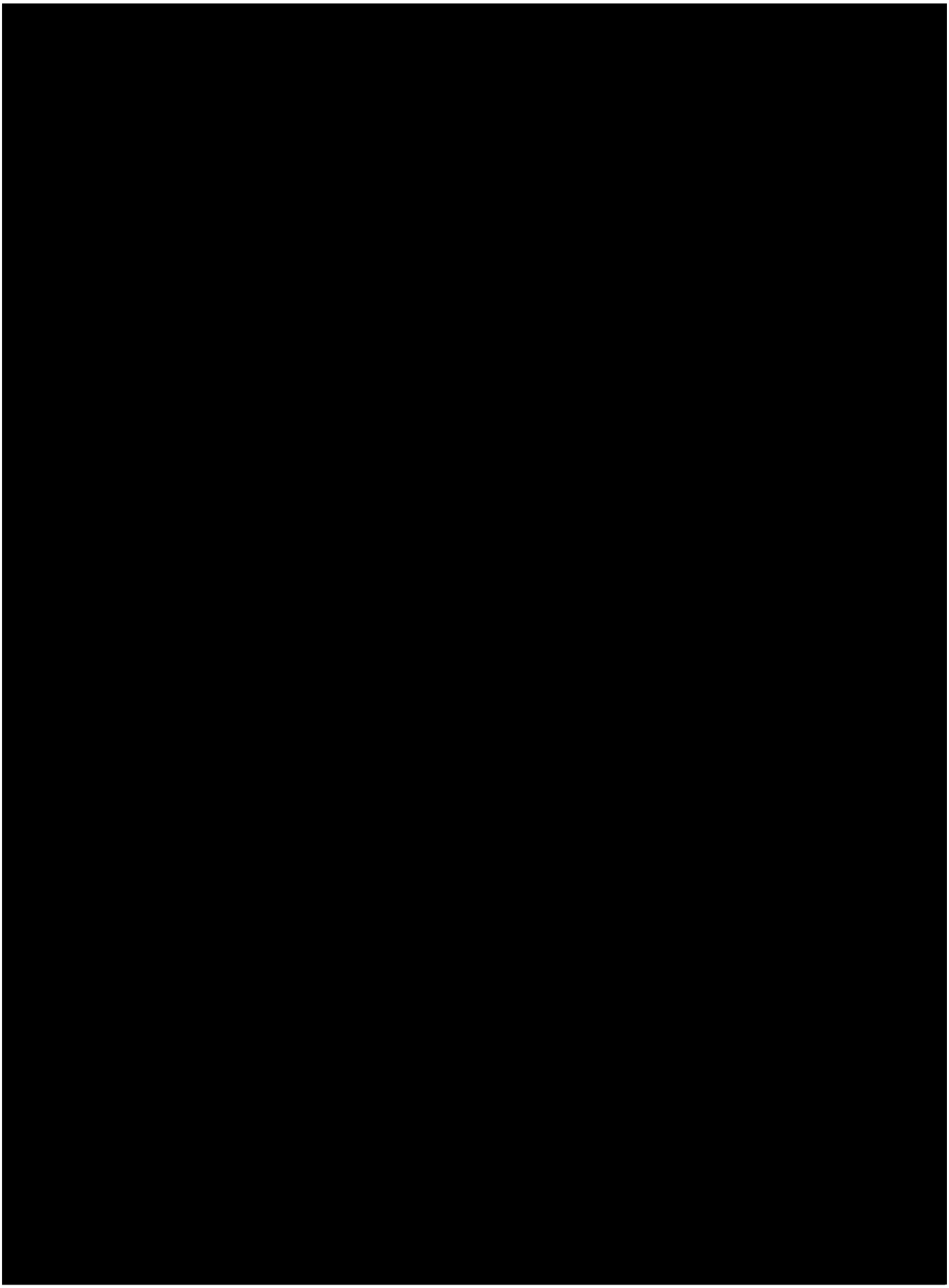


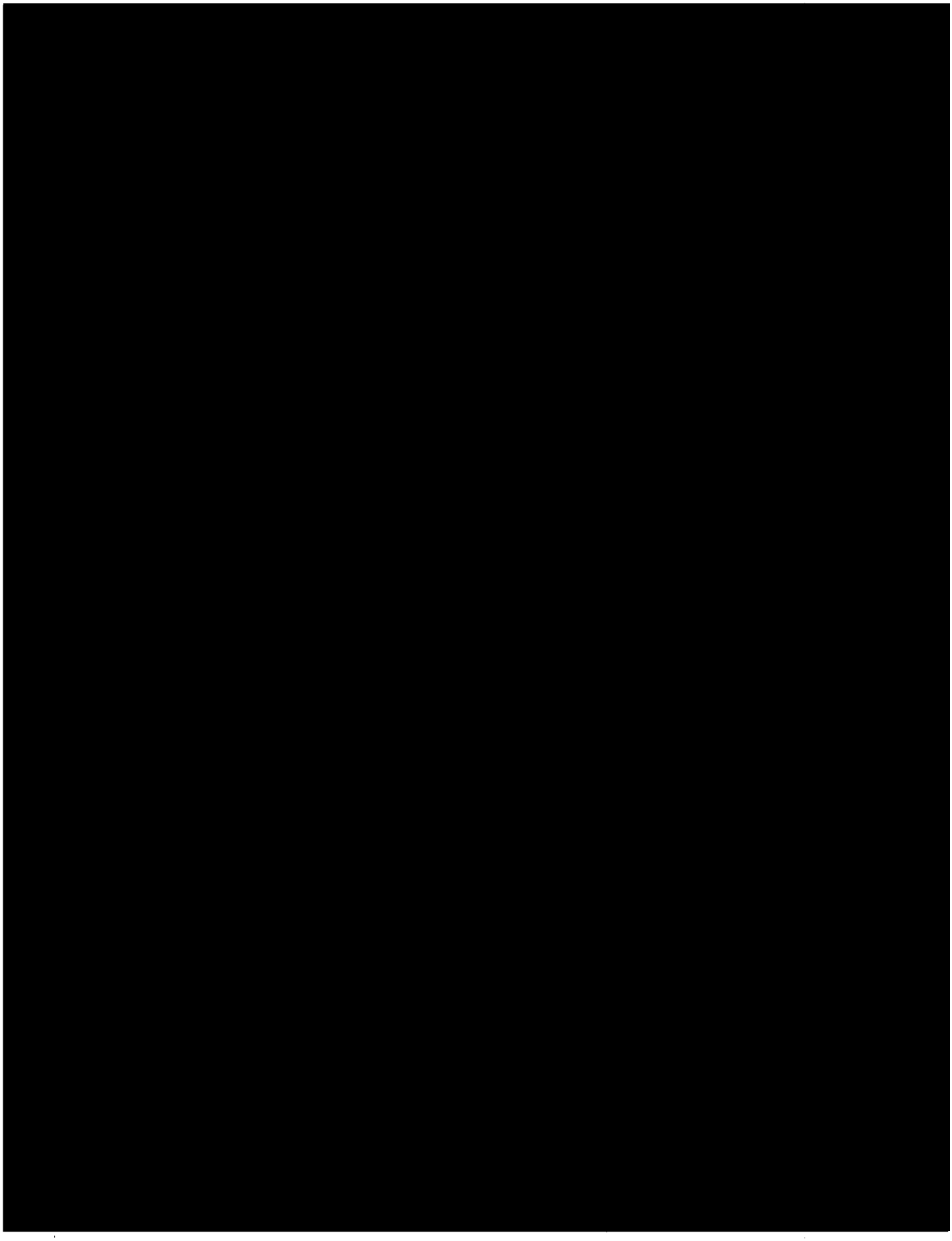


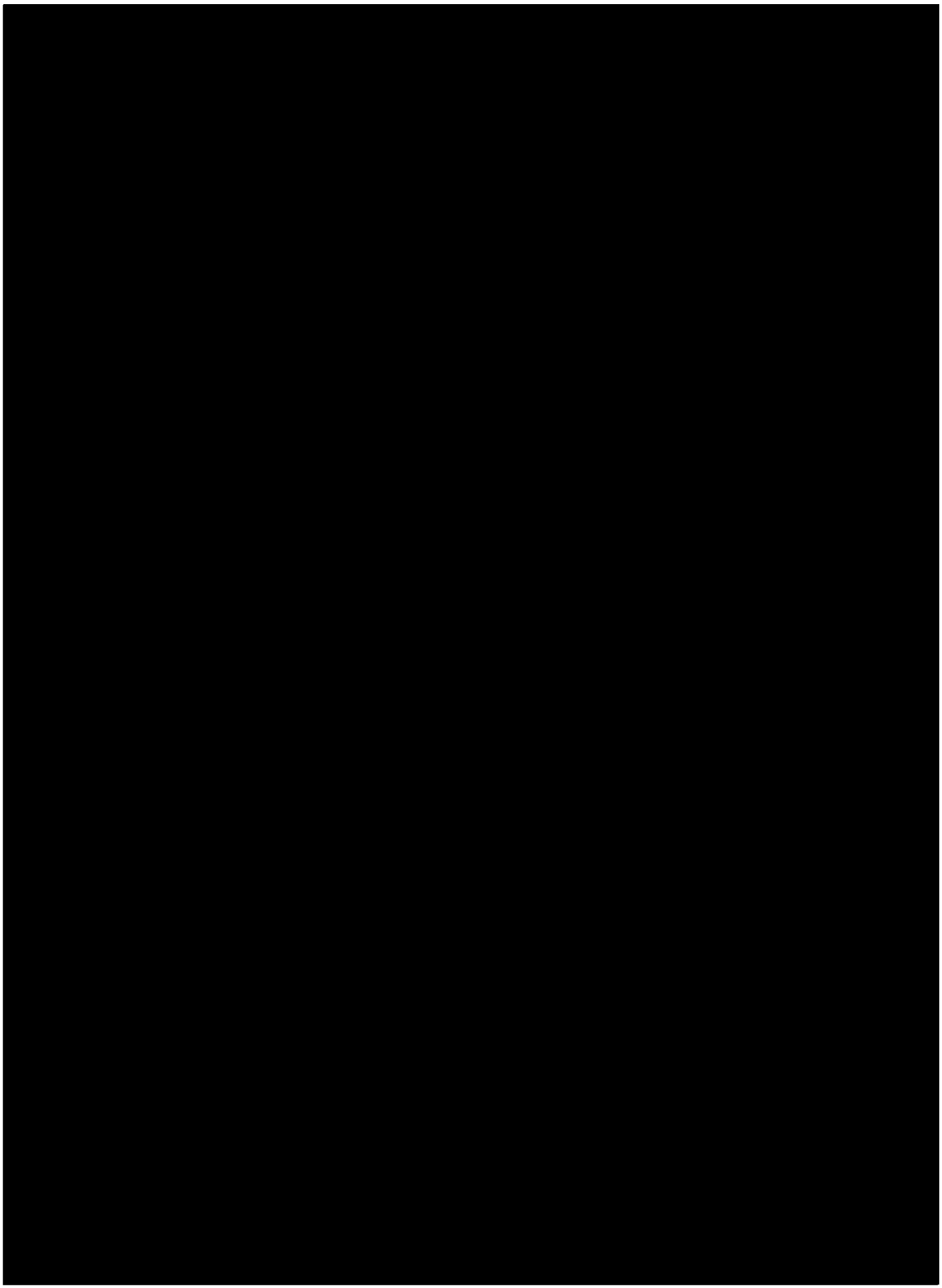


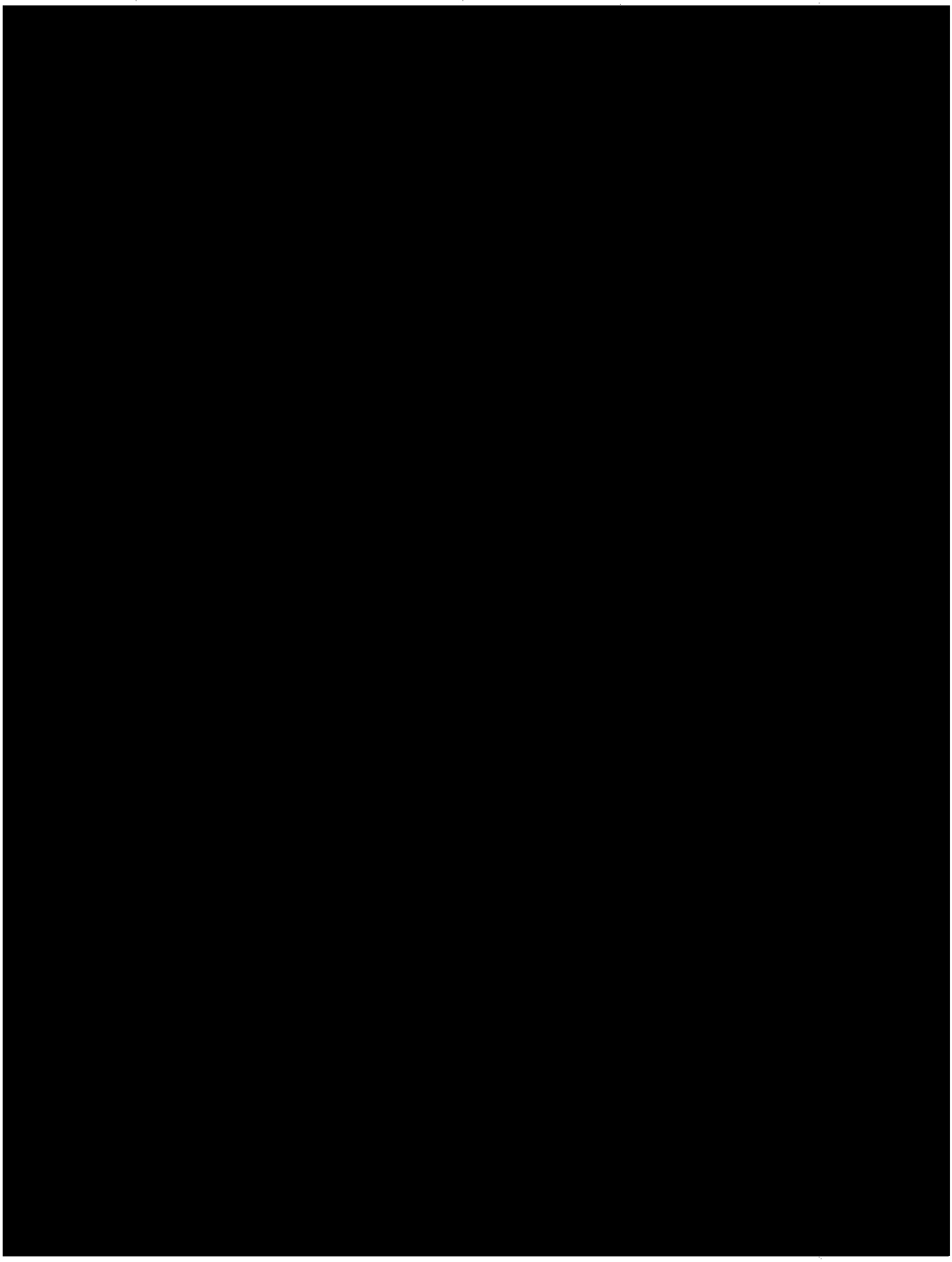


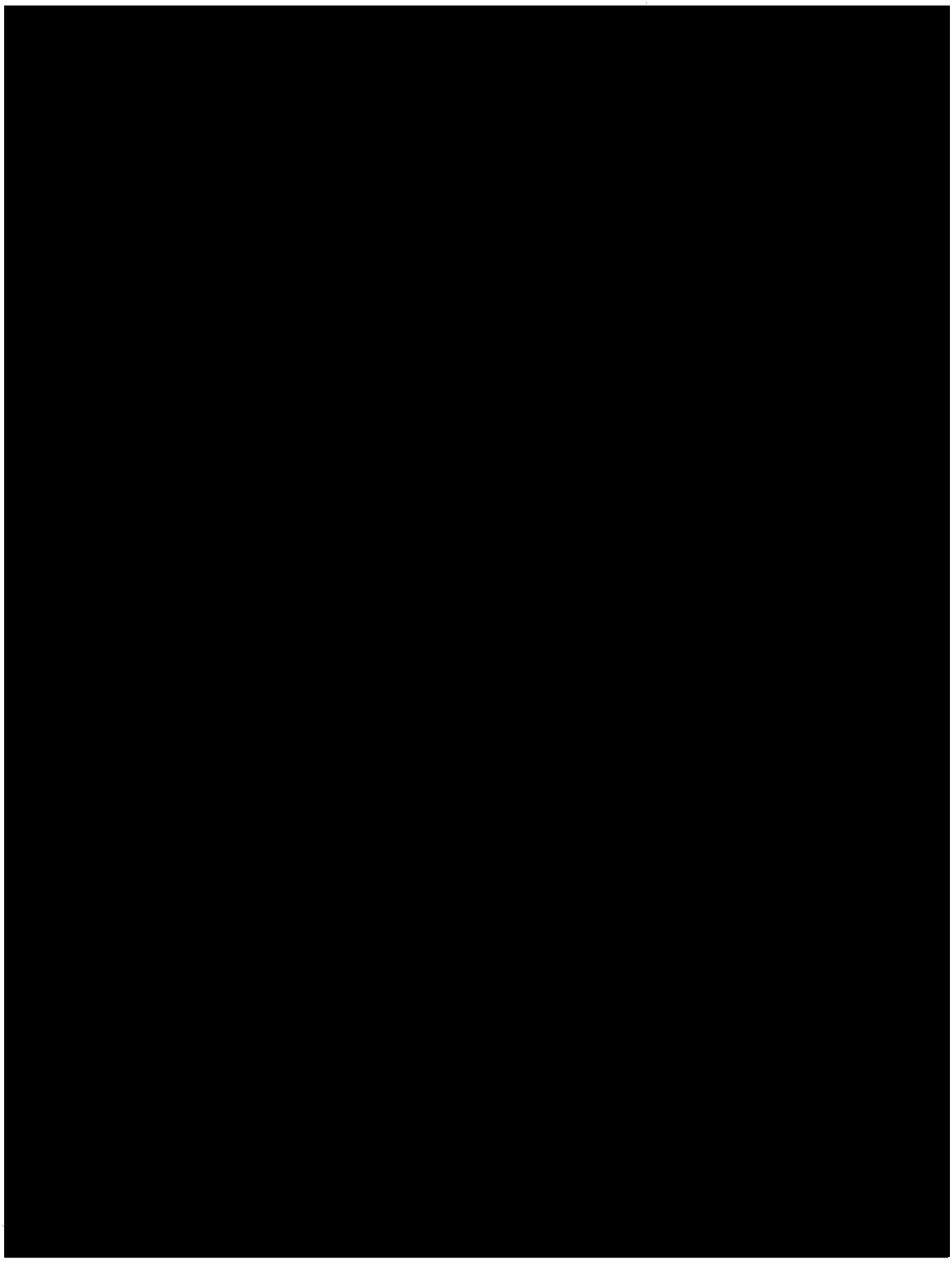


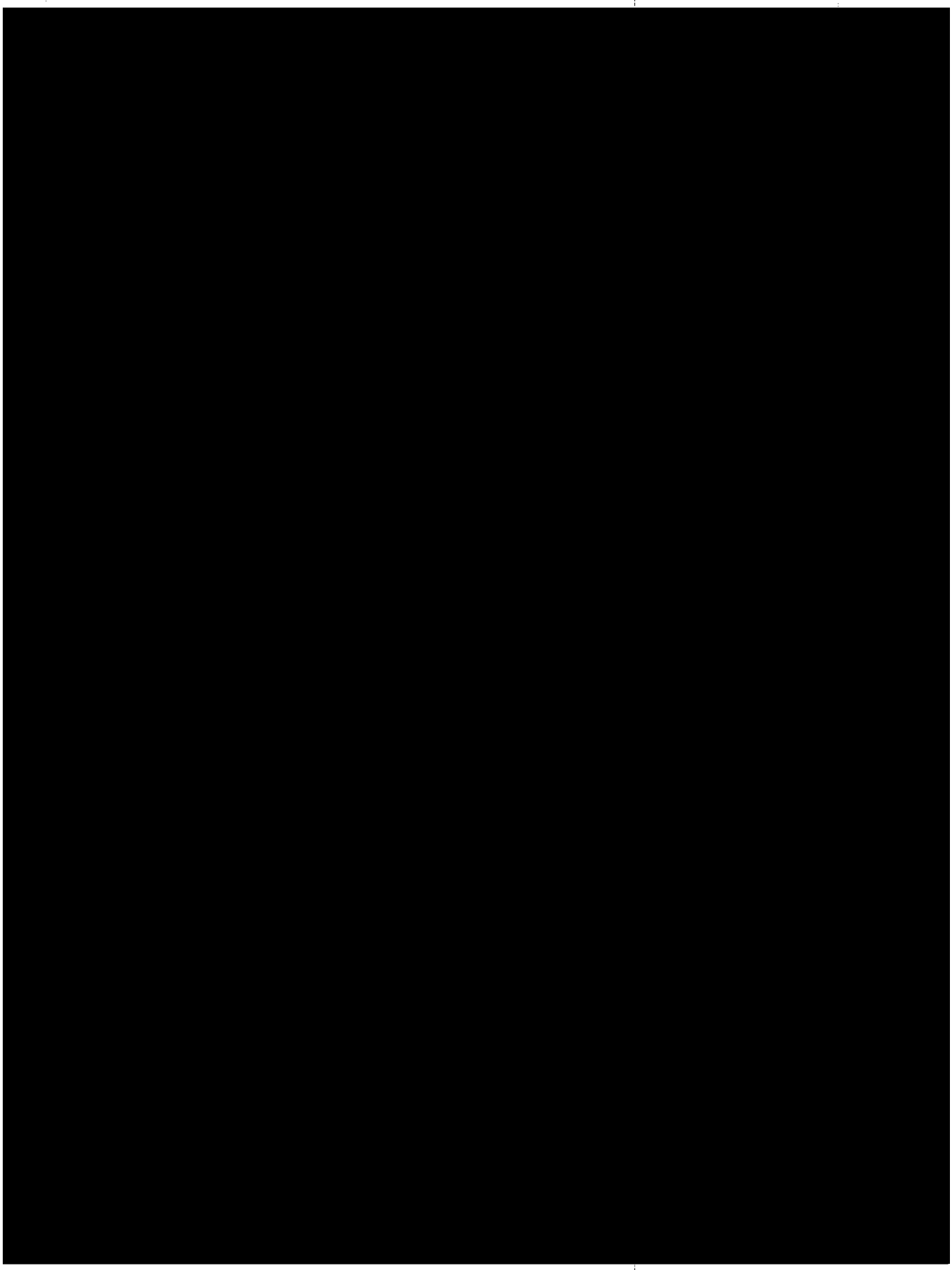


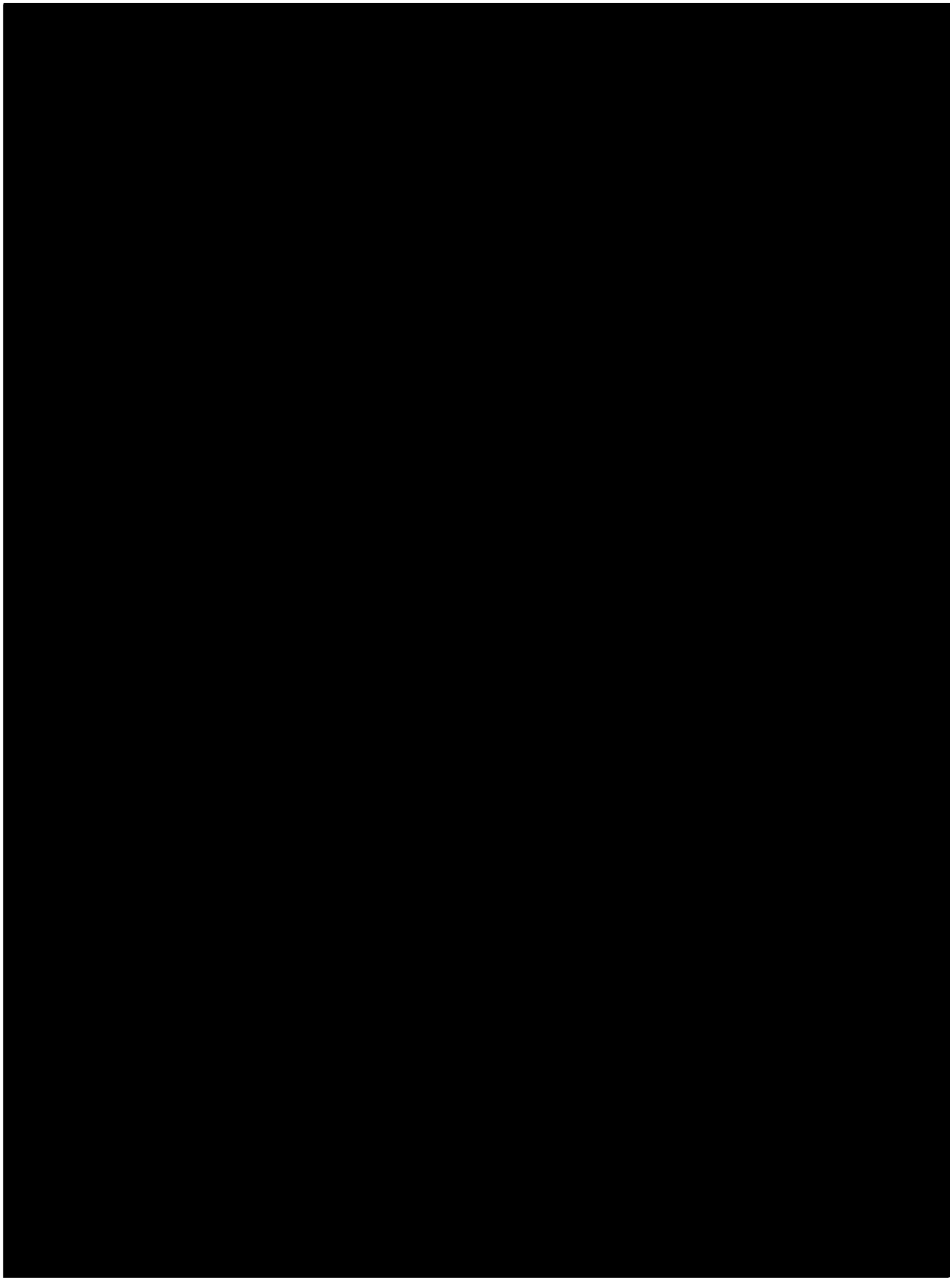


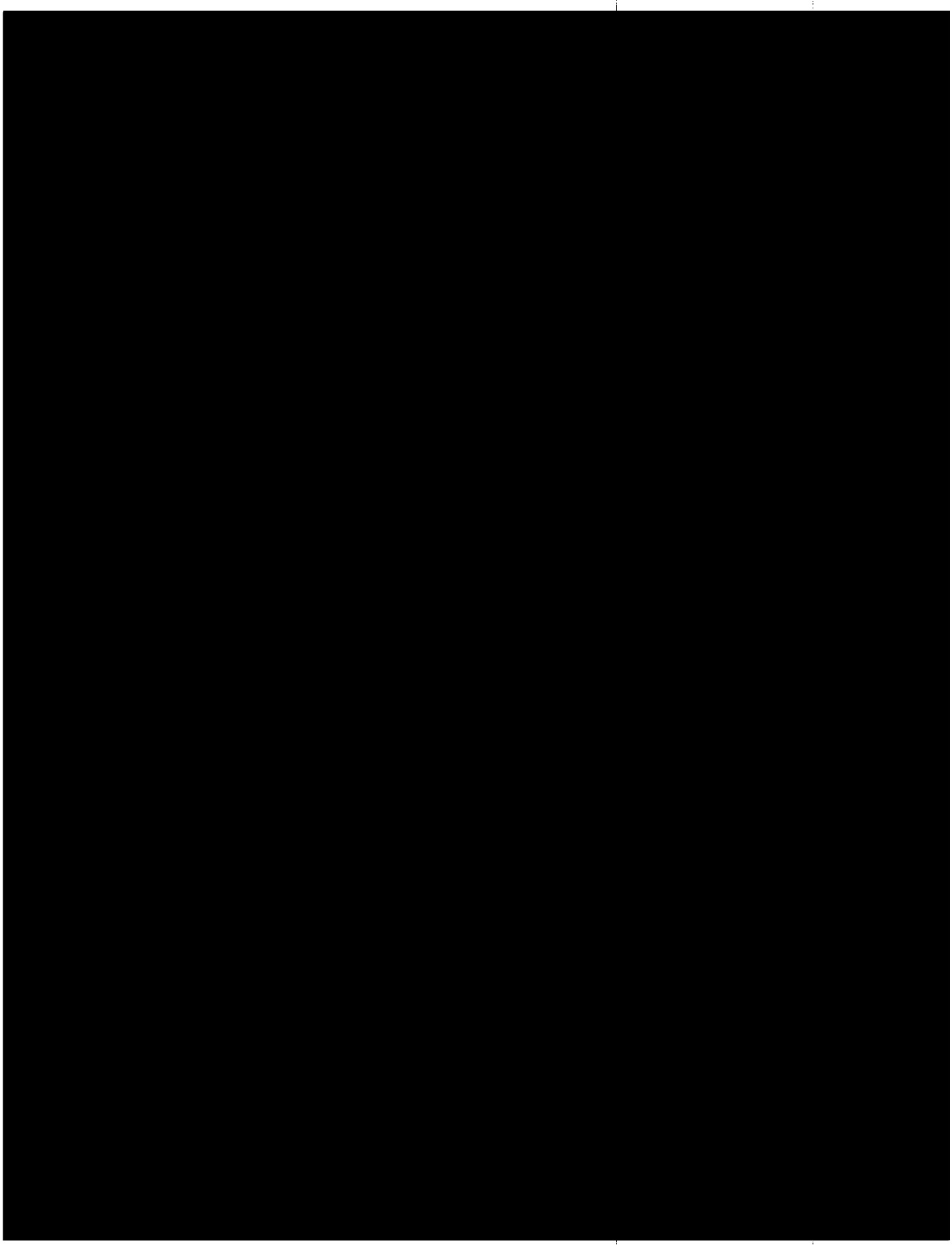


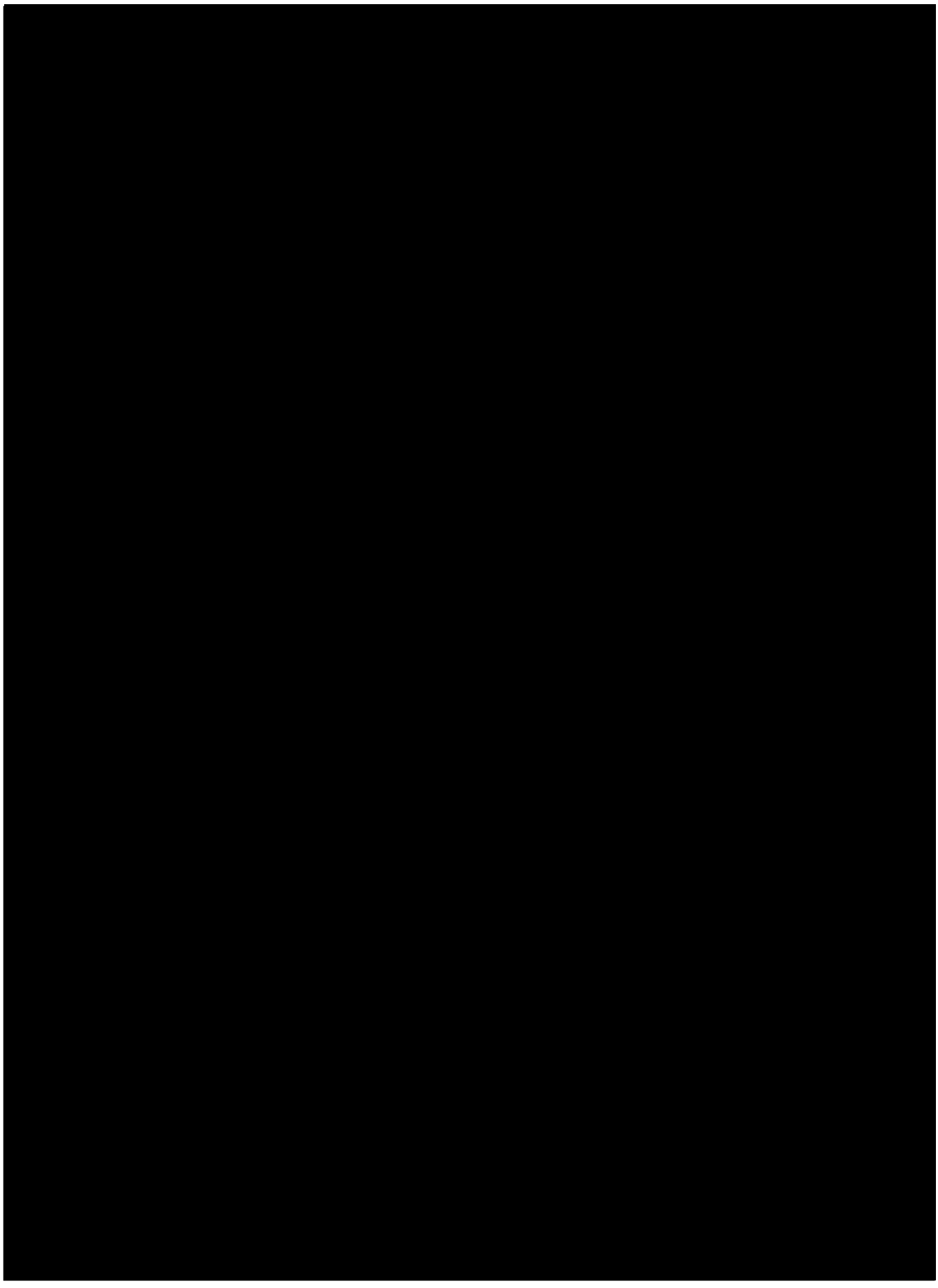


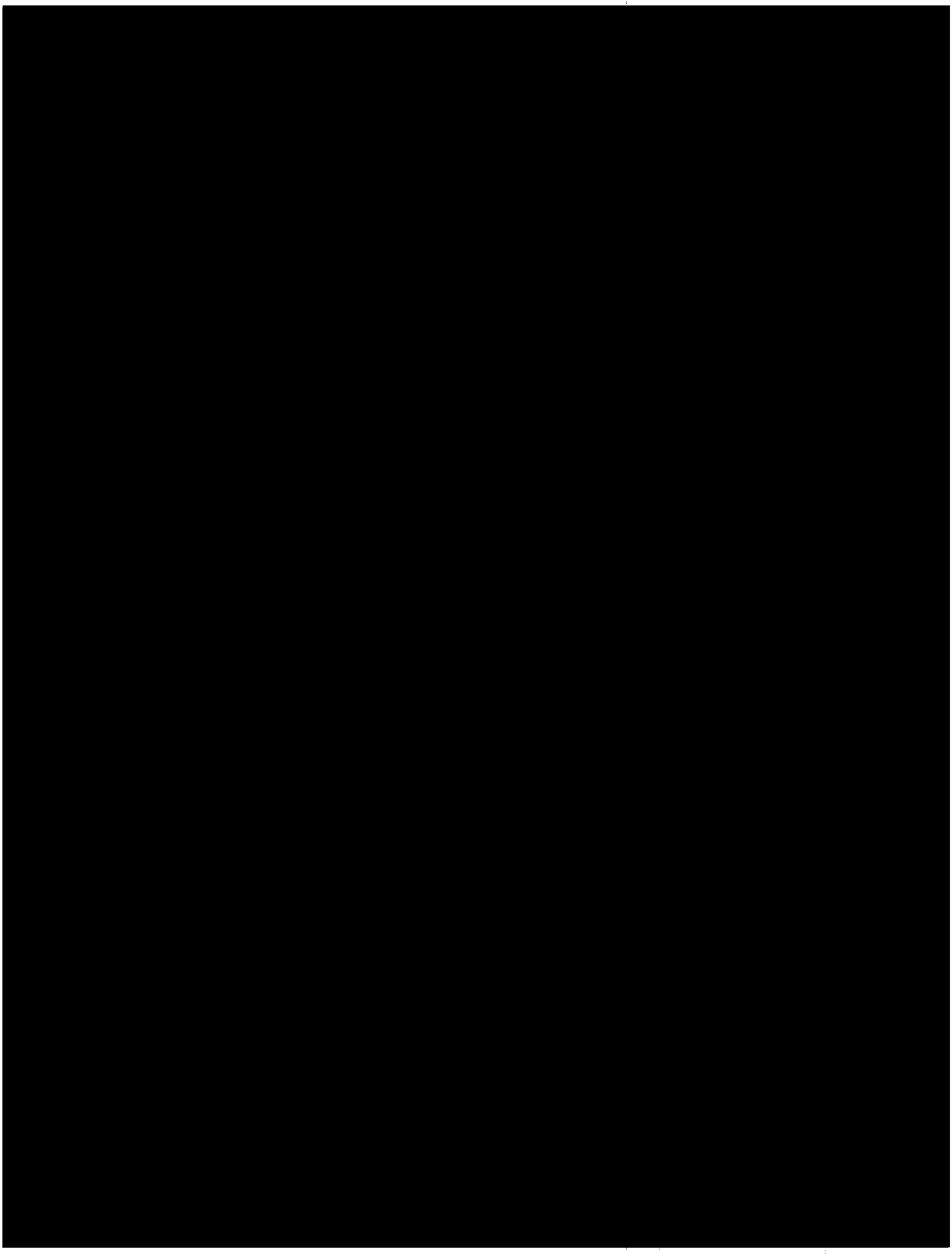


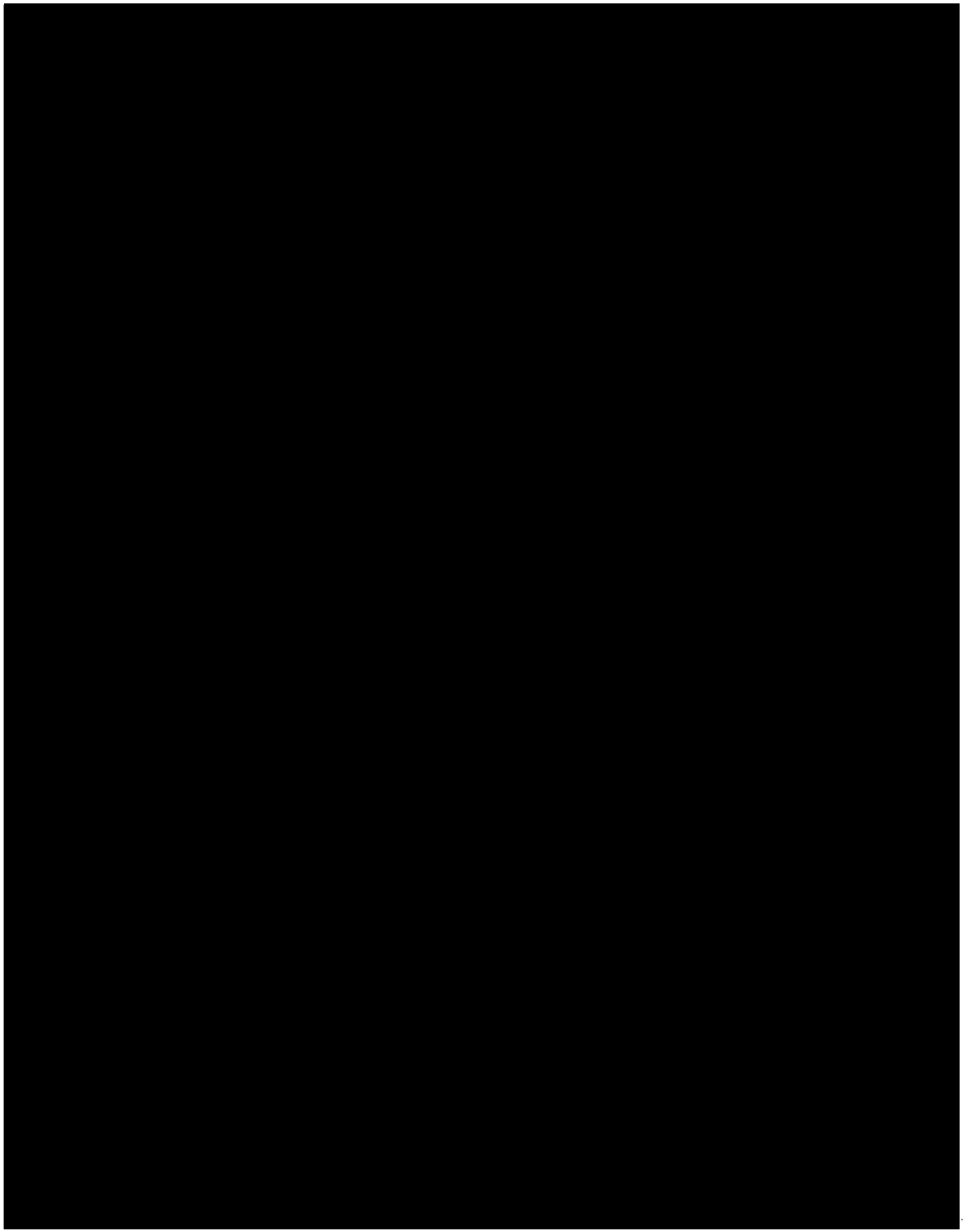


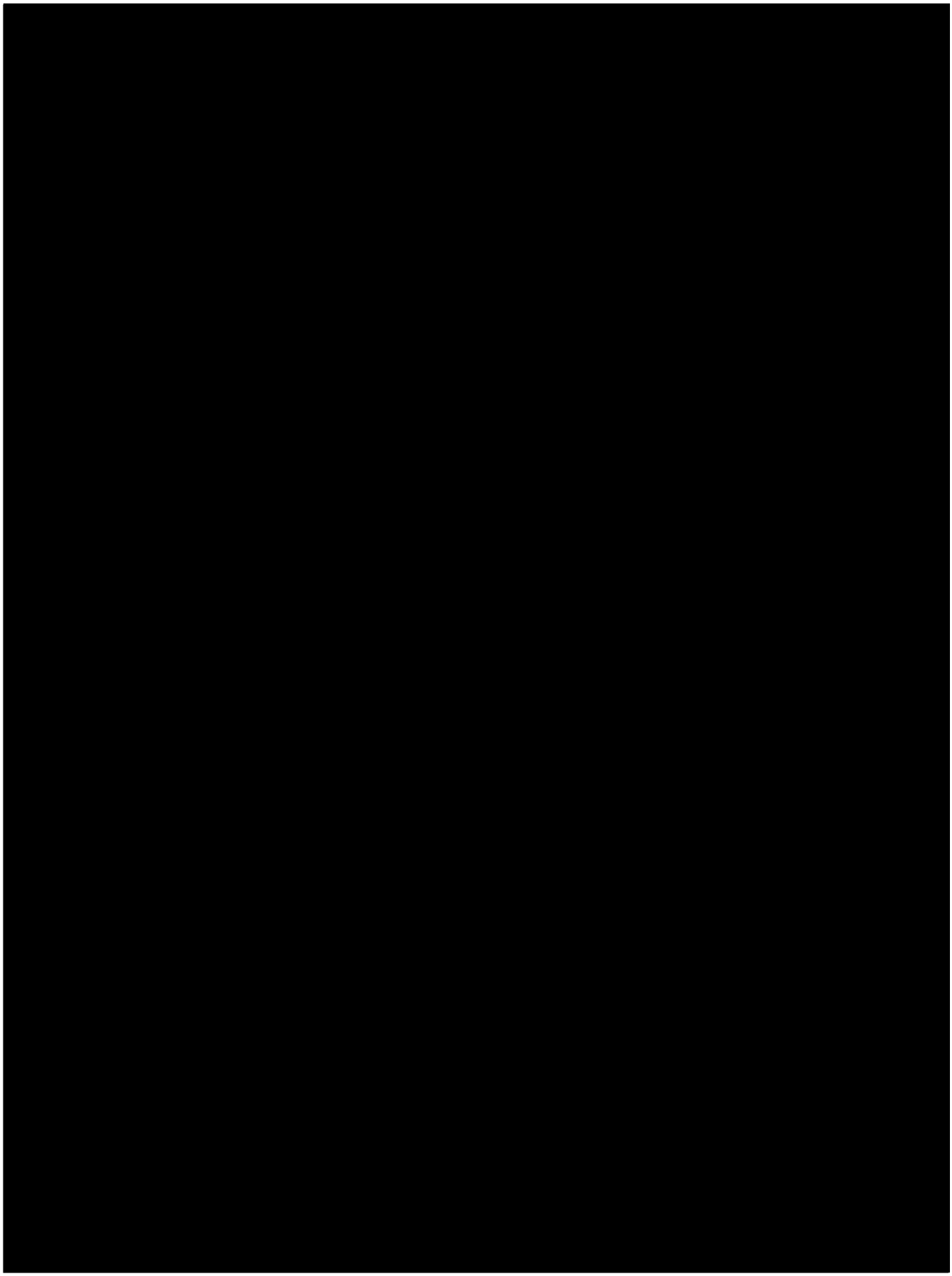


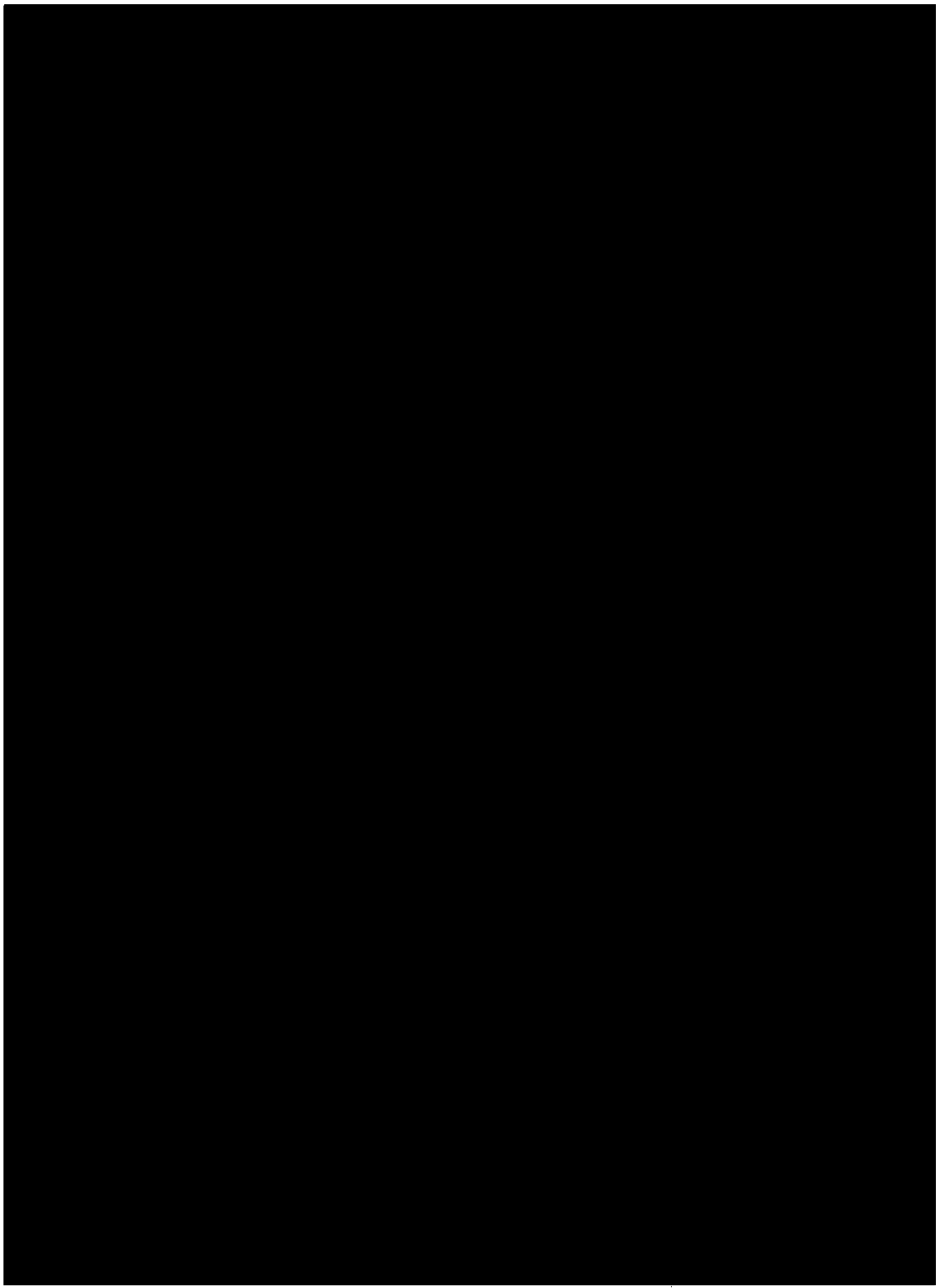


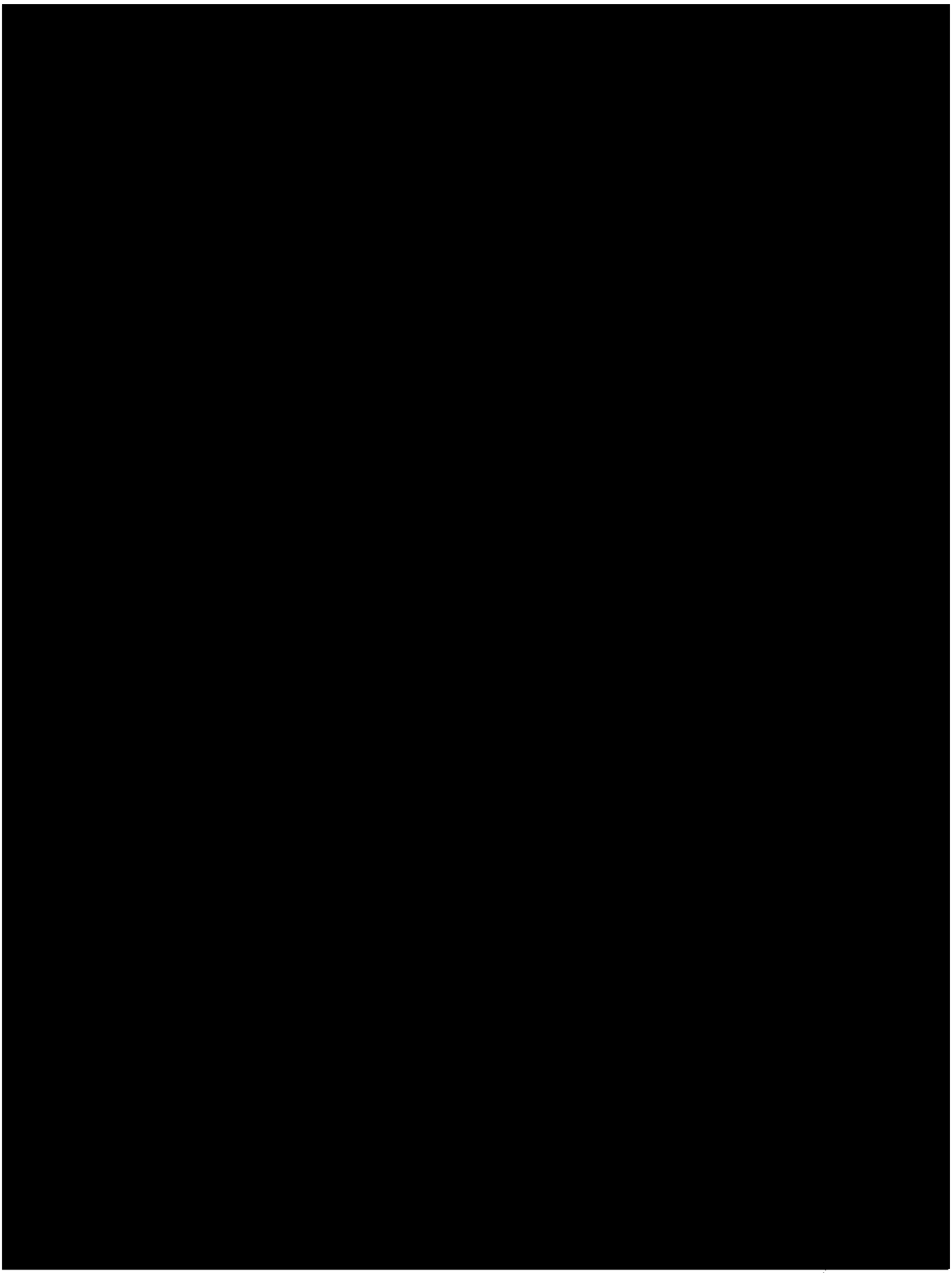


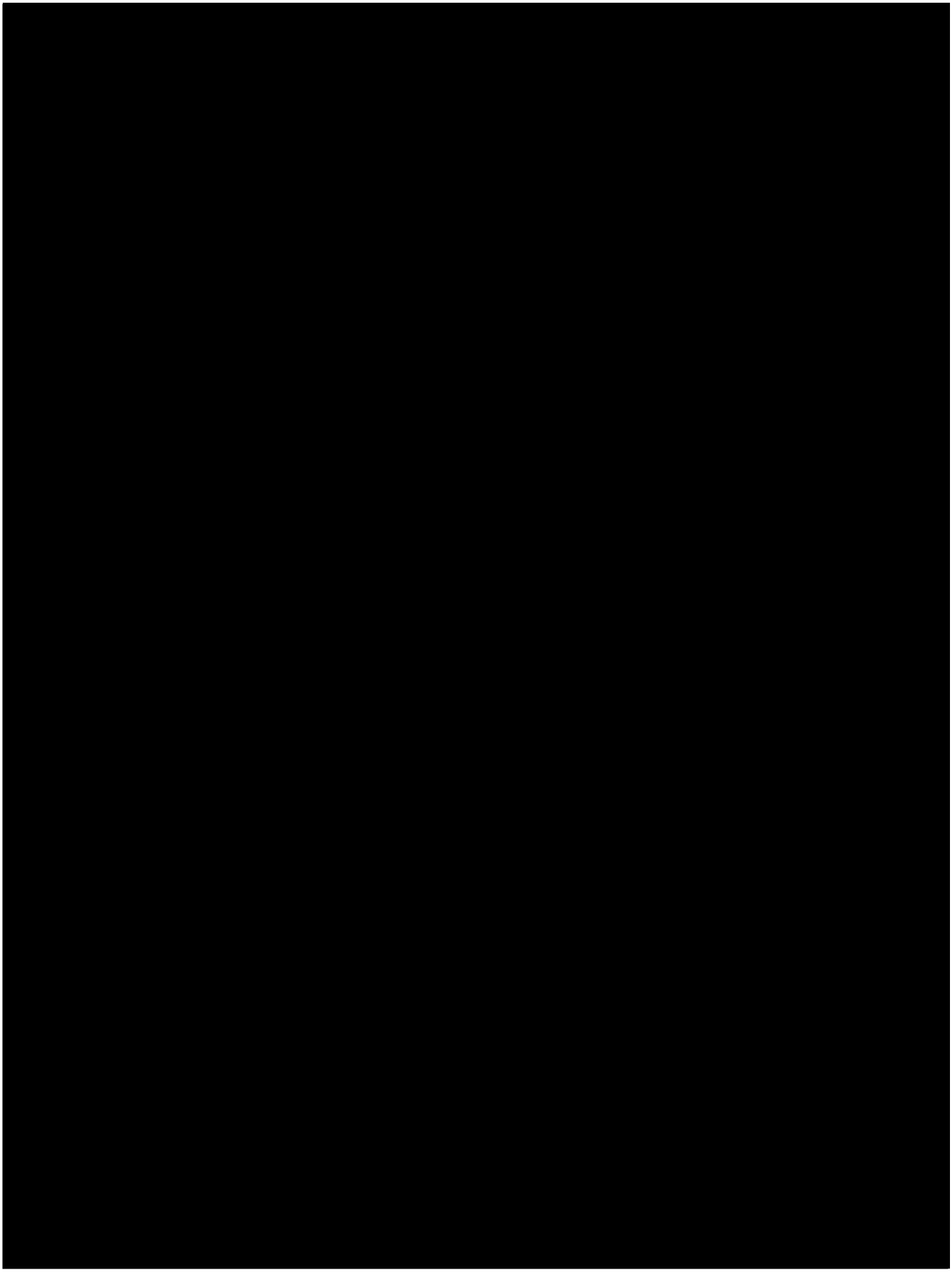


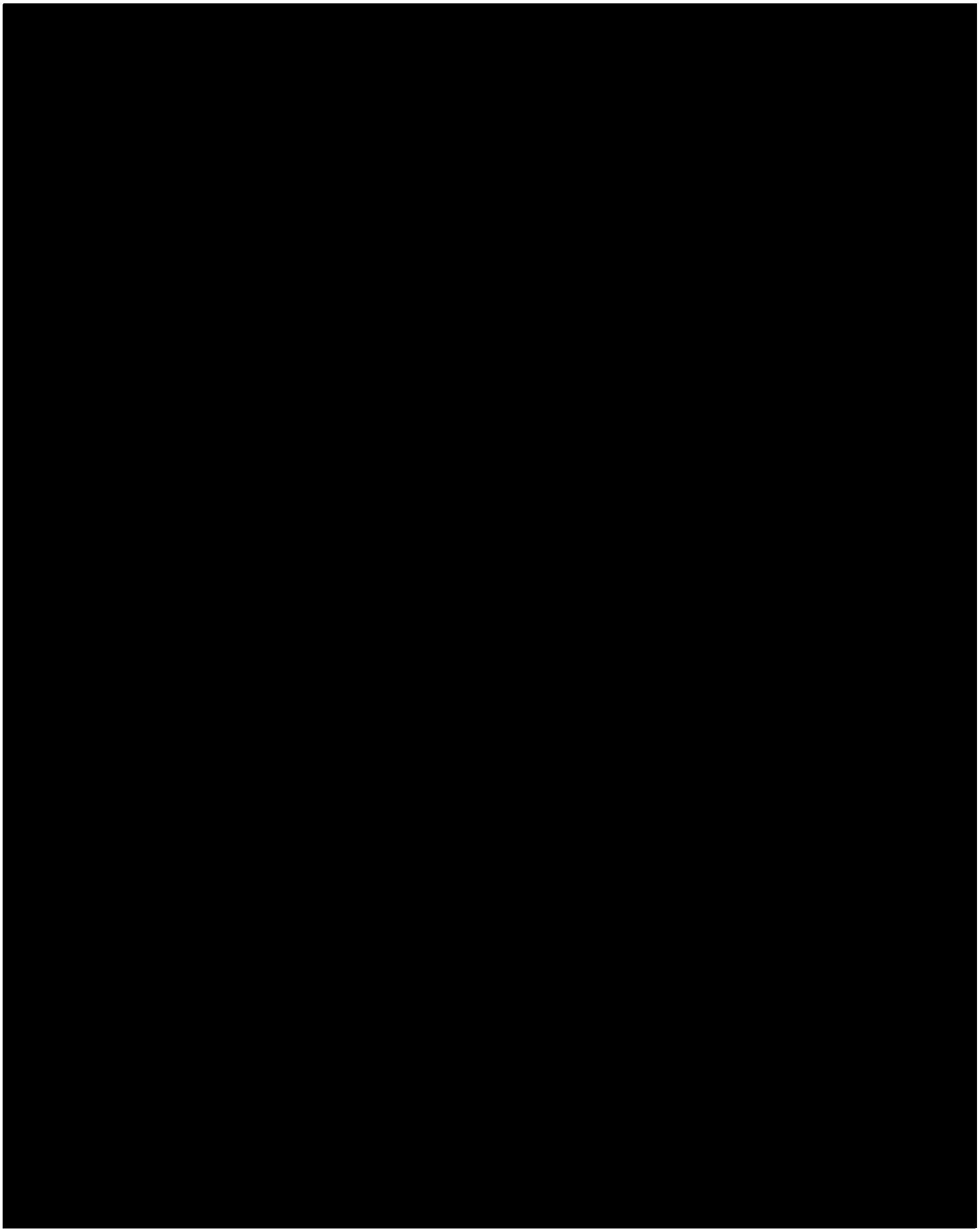


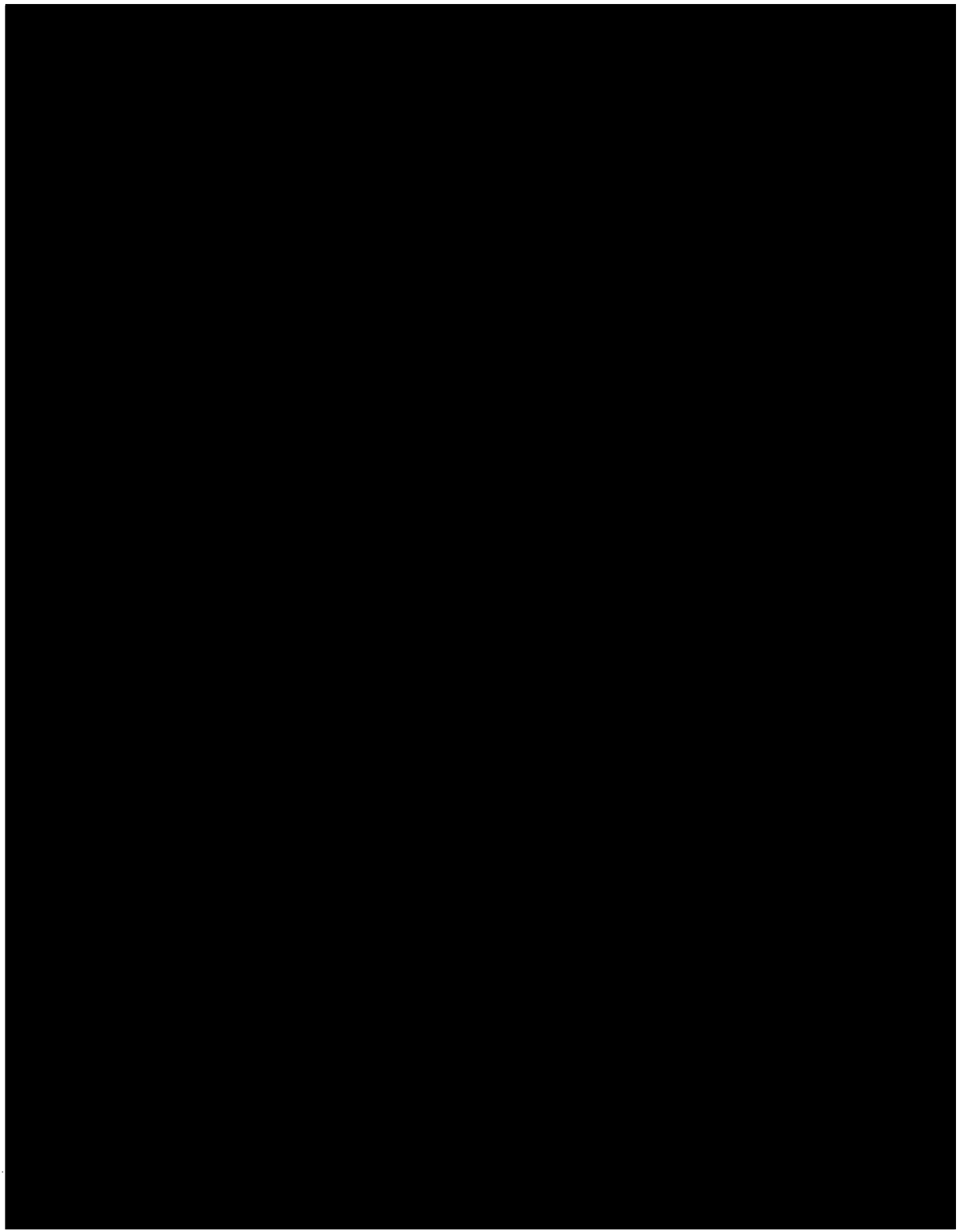


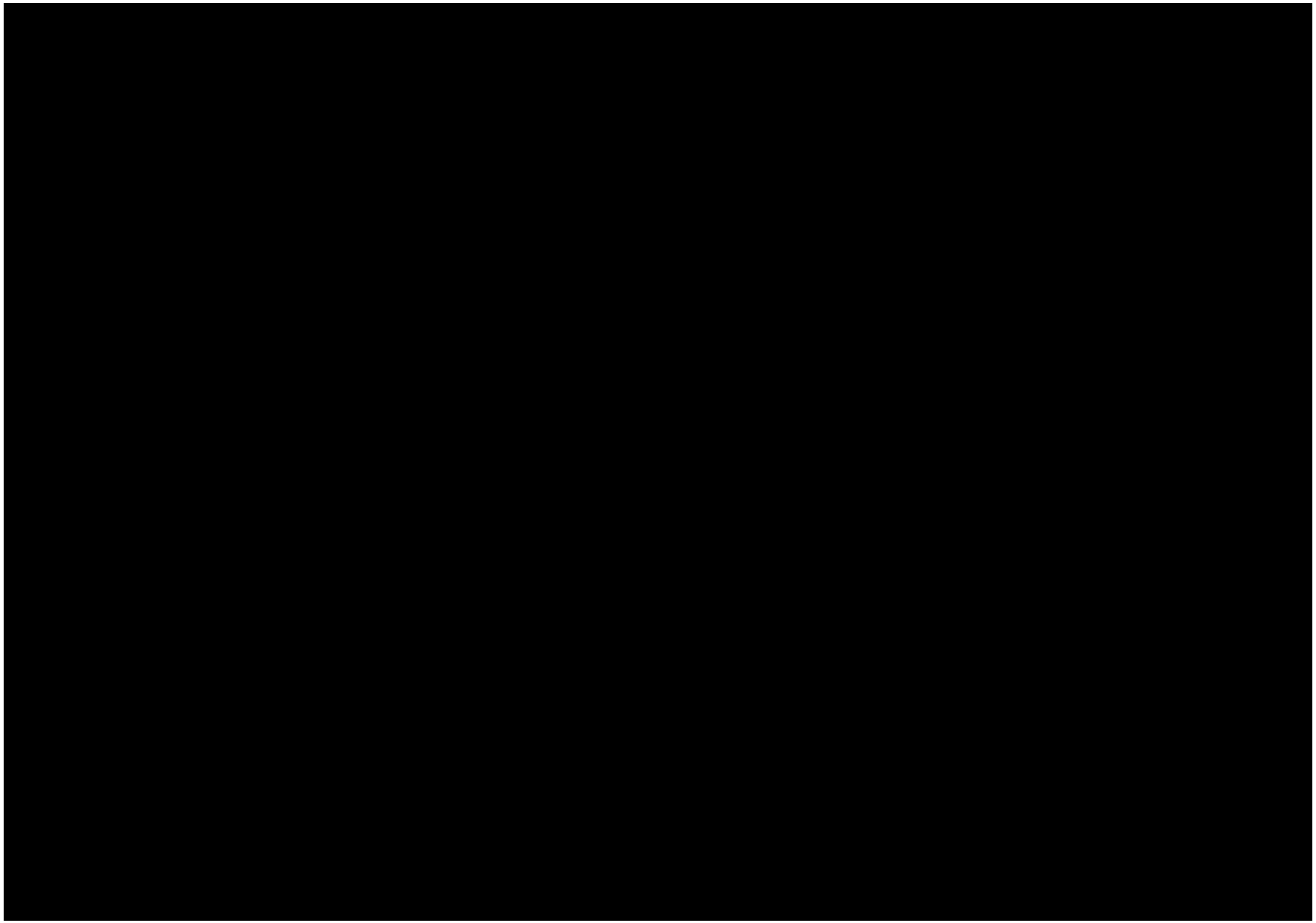


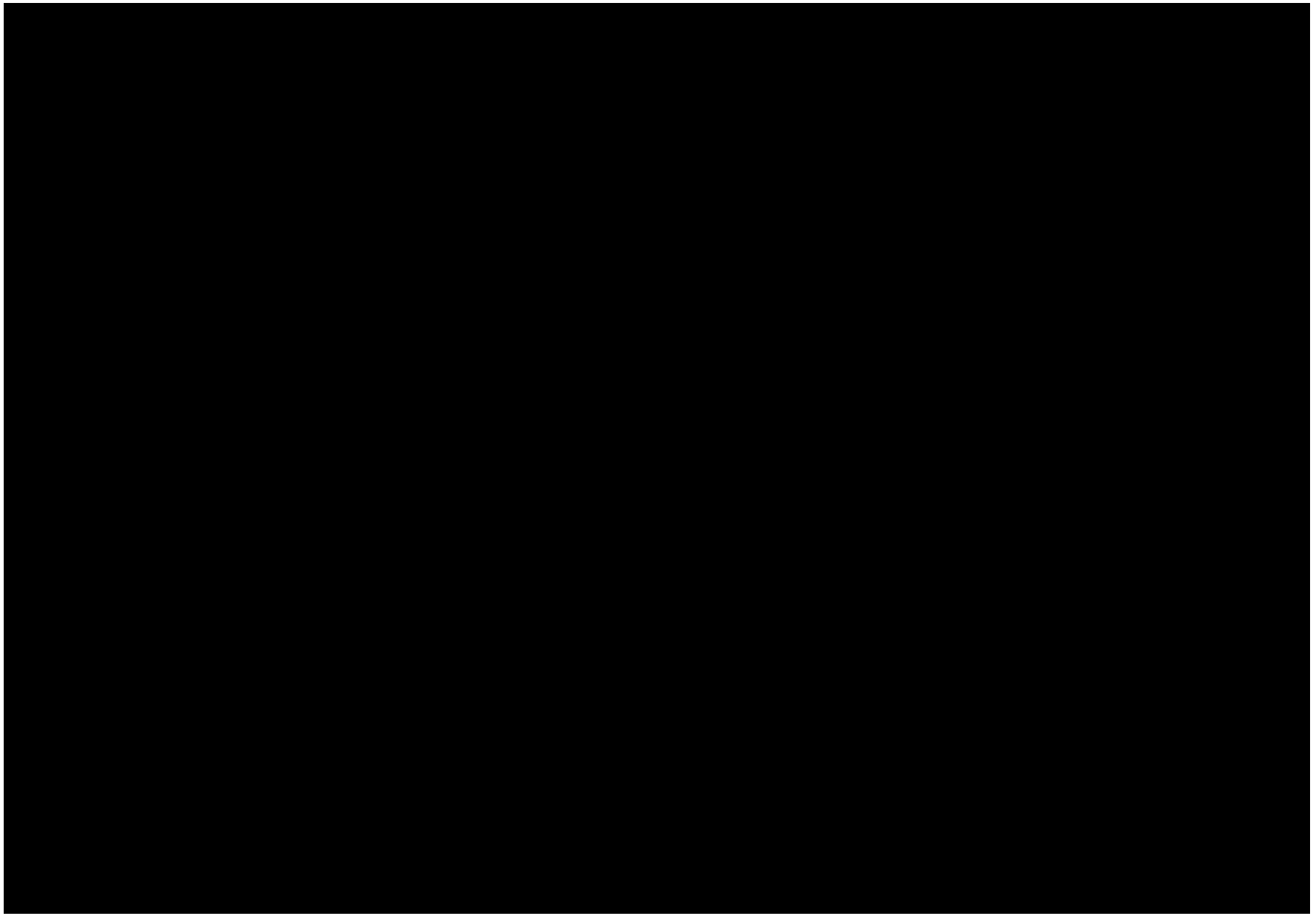


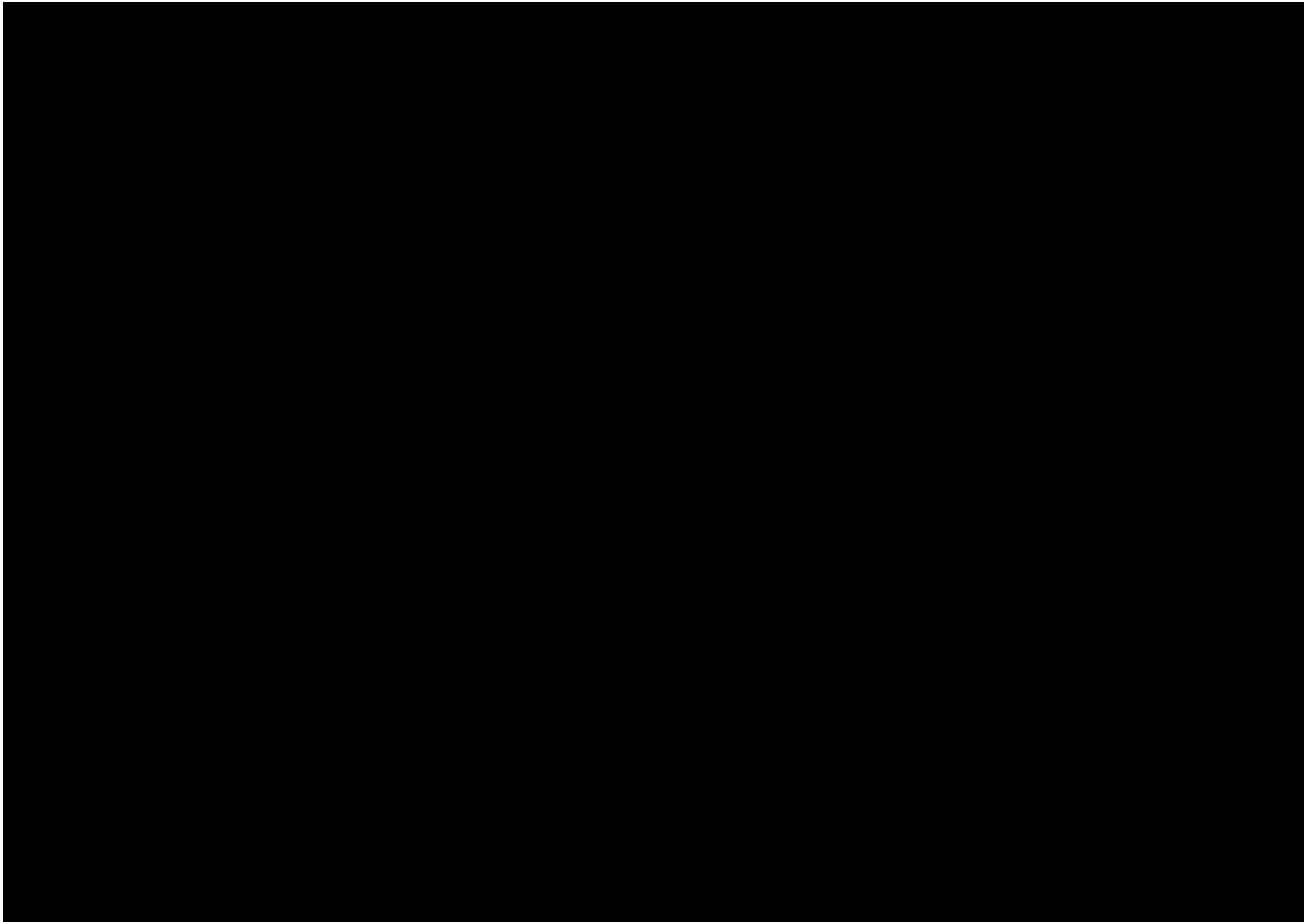


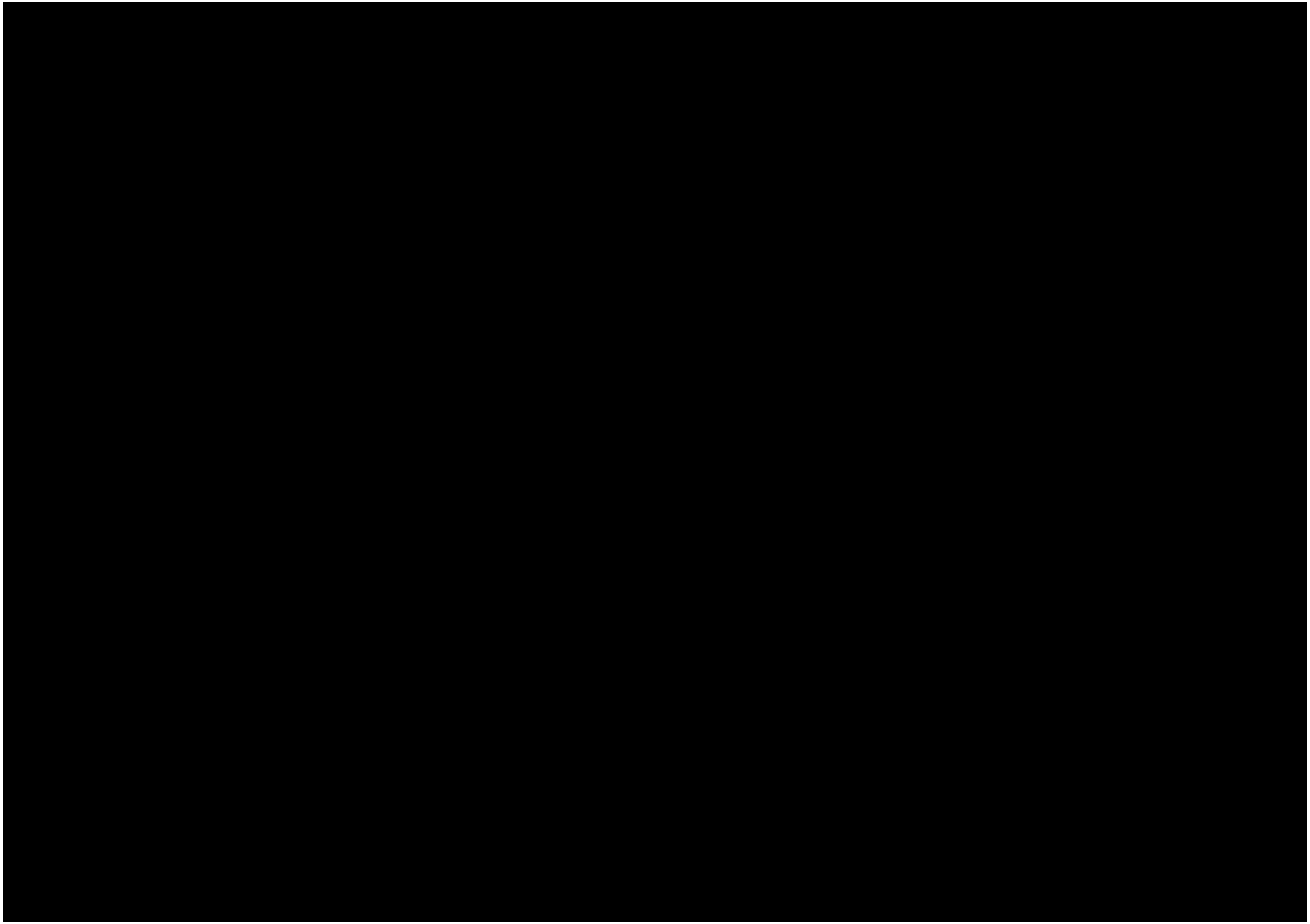


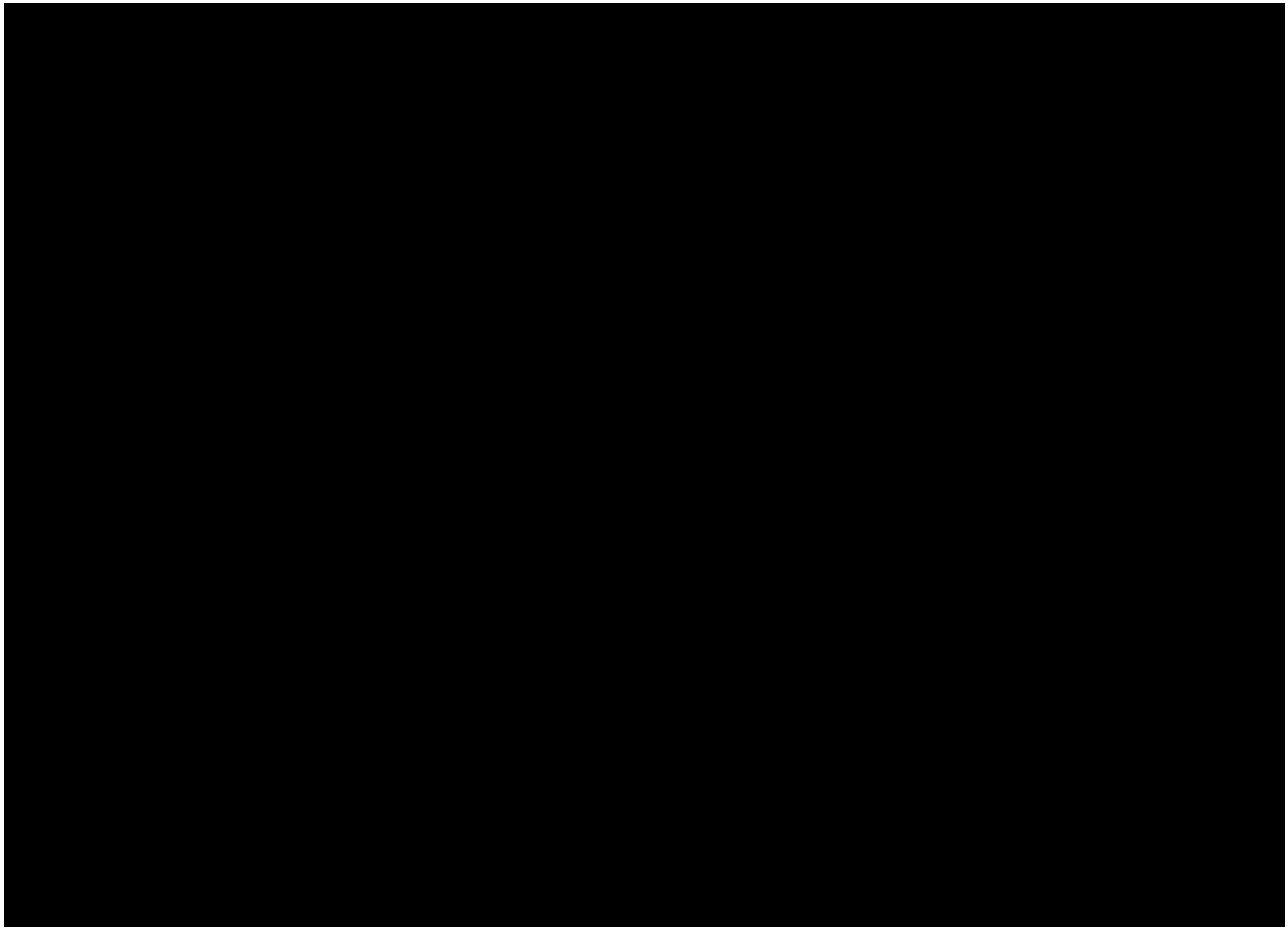


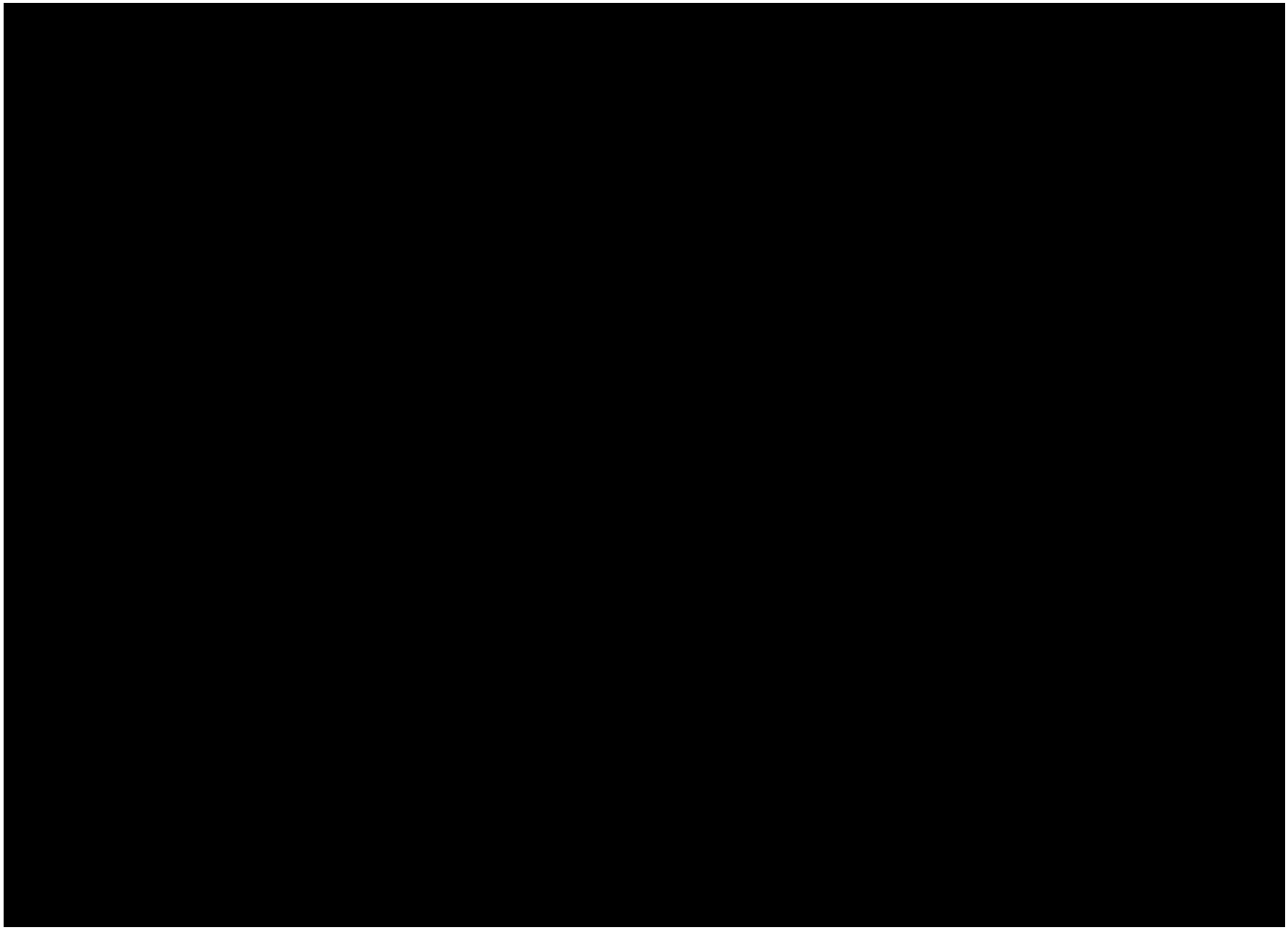


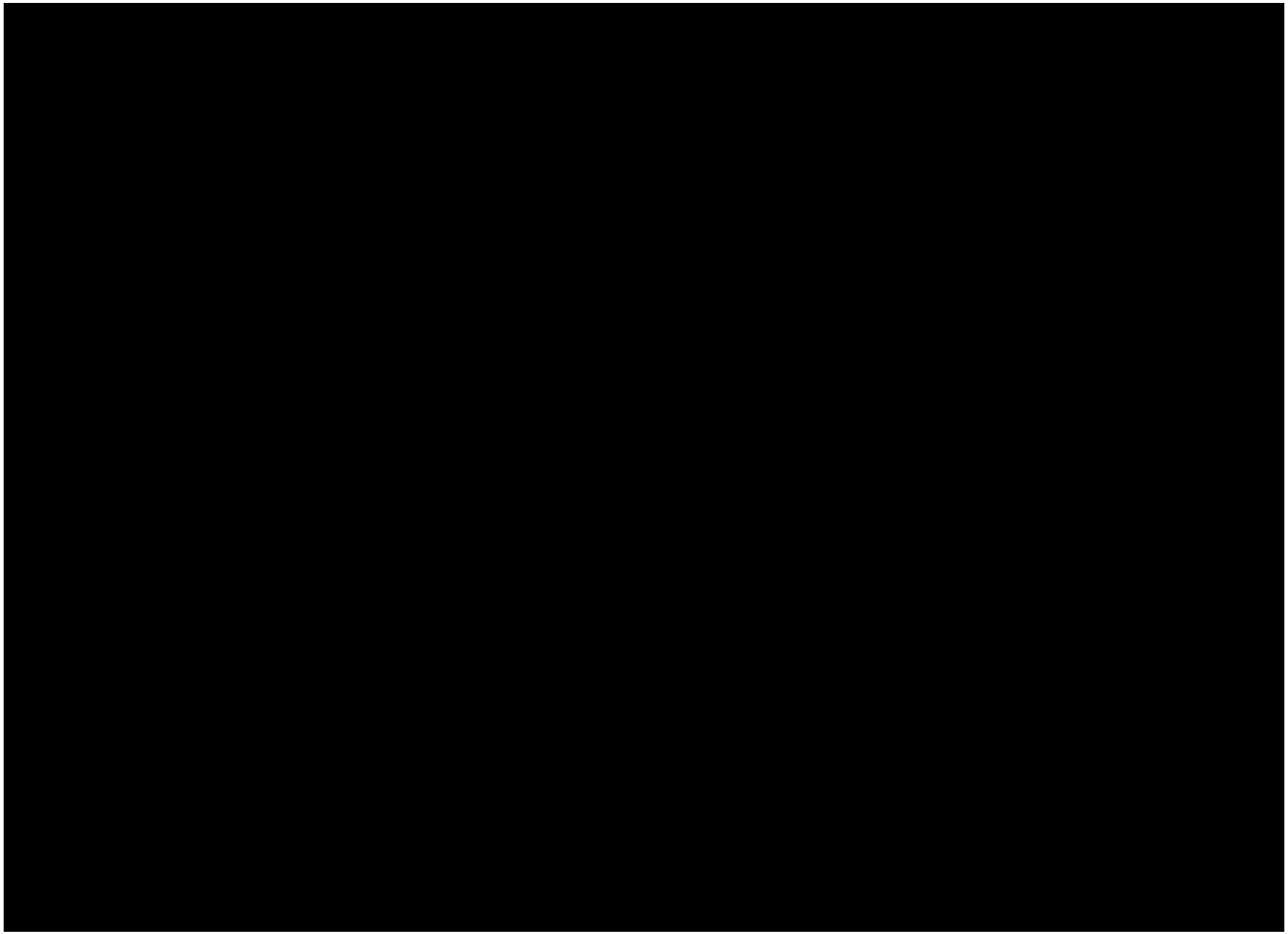


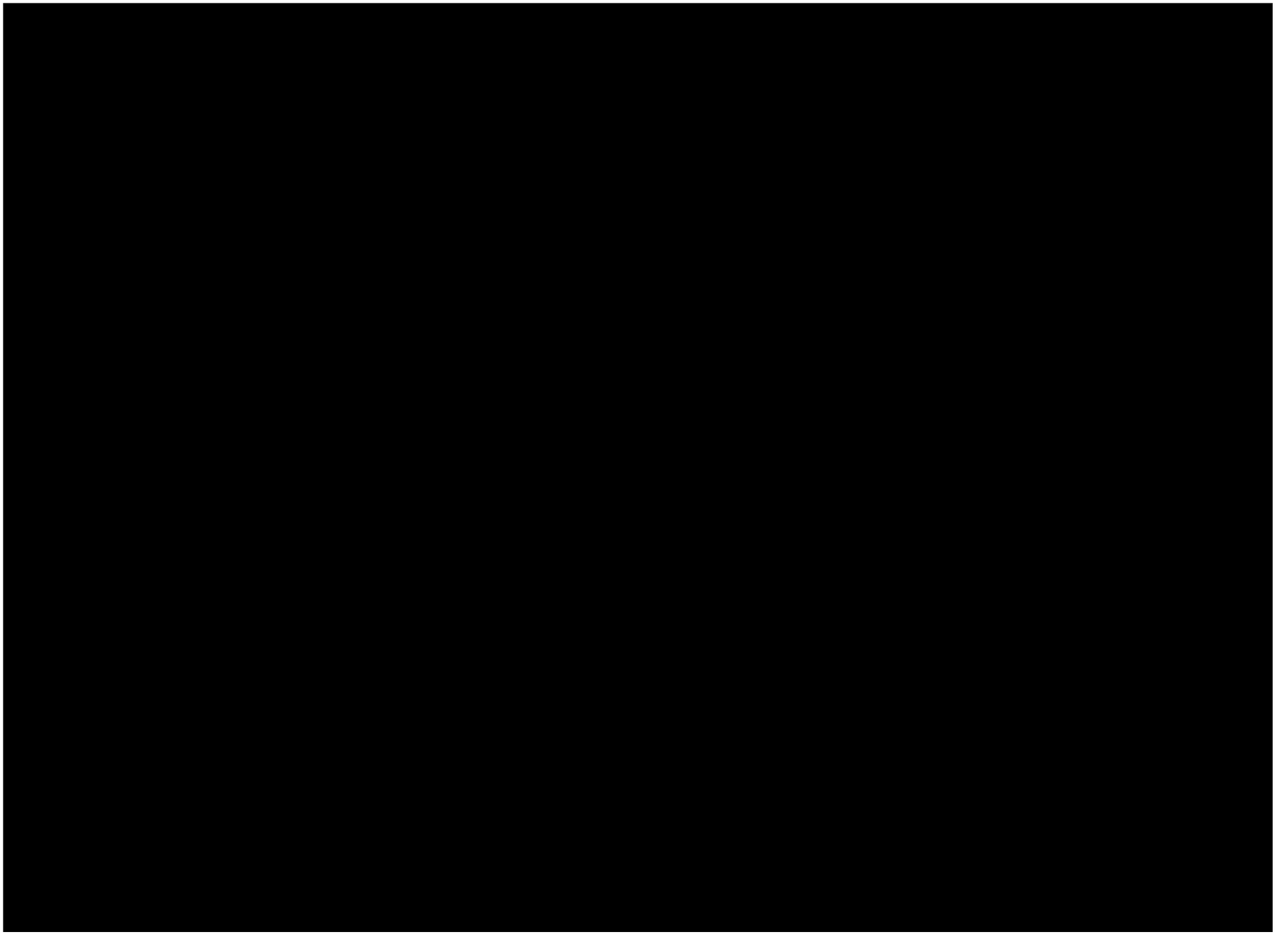












| Contract | Job Name |
|---|---|
| 08606 | Texas Facilities Com DB 1.7 Miles Border |
| 08612 | NYS DOT D264638 Mill Overlay |
| 08618 | NYS DOT D264697 RT 109 Pavement |
| 08672 | MTA-GFM-527 WO 024, Site Investigations |
| 08720 | Requirement Contract Road Restoration Town of Oyster Bay |
| 08733 | Town of Hempstead, PW#17-23 23/24 Roadway  Resurface |
| 08452 | Pump Station Mitigation East Ave Ejector Stations |
| 08575 | NYSDOT D264531 Meadowbrook State Pkwy |
| 08715 | Town of Hempstead 2023 Paving |
| 08550 | NCDPW H 61587-48G Middle Neck Road |
| 08611 | NCDPW - H61587-PR7 Priority Rsf. Of Various Roads |
| 08719 | Town of Huntington 2023 Paving |
| 08734 | North Hempstead 2023 Paving |
| 08071 | NCDPW H61587-51 GR Rsf. Var Cnty Rds PH51 |
| 08080 | NYSDOT - D263713 Rsf., Rt. 27 Islip |
| 08181 | NCDPW- Rsf. Var. cnty rds - Phase 56 PIN 0760.58 |
| 08240 | NCDPW- H61587-77G Rsf. Various County Rds |
| 08466 | NYSDOT - D264187 Resurfacing Various Locations |
| 08355 | SCDPW- Rsf. CR13 Crooked Hill Rd. smithtown |
| 08377 | NCDPW-H61587-PR3 Resufacing |
| 08482 | NCDPW H61587-66G Resurfacing Various County Roads |
| 08541 | NYSDOT D264450 Surface Treatment Brookhaven |
| 08531 | NCDPW H61587-67G Resurfacing Various Roads |
| 08546 | LI MacArthur Airport Taxiway S Rehabilitation |
| 08547 | LI MacArthur Airport Runway 15R-33L |
| 08548 | Town of North Hempstead -2021 Paving |
| 08615 | Town of Hempstead PW #15-20 2021 |
| 08626 | Town of Hunt. - HWY 2022-01 Townwide Req |
| 08664 | Town of North Hempstead, 2022 Paving |

| Job # | Job Name |
|---|---|
| 08493 | NCDPW - S35121 Raw Sewage Pumping |
| 08725 | NYSDOT D265018 Bridge Rehab, Town of Hempstead |
| 08728 | NCDPW S35109-01S Long Beach Force Main |
| 08747 | NYSDOT D900057 - DB Svc Rehab 7 Grand Central |
| 08753 | TXDOT - Cameron County Rehab Roadway CRCP |
| 08754 | TXDOT - Montgomery County Intersection |
| 08775 | TxDOT- CSJ 0327-05-041-Kenedy County - US 77 |
| 08777 | D265130 Route 27, Median Barrier Replacement |
| 08783 | NYSDOT D265147 Priority Surface Treatment Various Locations |
| 08787 | 2024 Roadway Pavement Reconstruction PW#7-24 |
| 08791 | City of Laredo Zacate Sanitary Sewer Tunnel |
| 08812 | NYSDOT D265280 Culvert Replacement - T/Babylon, V/Amityville |

**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 Nota
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 1750 New Highway
City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
Country US
Telephone: 6313905722

Other present address(es): 1750 New Highway
City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
Country: US
Telephone: 5164049464

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 11/06/2017 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 11/06/2017 | Partner | |
| Vice President | | | |
| (Other) | | | |

Type Treasurer
Description
Start Date 11/06/2017

Type Chief Financial Officer
Description
Start Date 11/06/2017

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.
Owner - [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, Richard Nota , 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 Nota , 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.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Nota RNOTA@POSILLICOINC.COM

Richard Nota - CFO

Title

05/11/2026 03:40:29 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: Larry Gillman
Date of birth: [redacted]
Home address: [redacted]

| | | | | | |
|---|---|---|---|---|---|
| City: | [redacted] | State/Province/ Territory: | [redacted] | Zip/Postal Code: | [redacted] |
| Country: | US | | | | |

Business Address: 1750 new highway

| | | | | | |
|---|---|---|---|---|---|
| City: | farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Telephone: | 6313905795 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | dix hills | State/Province/ Territory: | NY | Zip/Postal Code: | 11746 |
| Country: | US | | | | |
| Telephone: | 9176811995 | | | | |

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 | 01/10/2022 | | |
| (Other) | | | |

Type: Chief Operating Officer
Description:
Start Date: 01/10/2022

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, Larry Gillman , 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, Larry Gillman , 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.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Larry Gillman LGILLMAN@POSILLICOINC.COM

Larry Gillman - SVP/COO

Title

05/13/2026 10:14:12 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Posillico Civil, Inc.

Address: 1750 New Hwy

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: [redacted]

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

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

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | K | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Chief Exec. Officer and President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Lee | | | | |
| Last Name | Kaplan | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, TX Division Manager | | | | |

| | | | |
|---|---|---|---|
| First Name | Charles | | |
| Last Name | Forte | | |
| MI | A | Suffix | Jr. |

| | | | | | |
|---|---|---|---|---|---|
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Paving Division Manager | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | David | | | | |
| Last Name | Sposito | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, NYC Division Manager | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Larry | | | | |
| Last Name | Gillman | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Chief Operating Officer, SVP | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | William | | | | |
| Last Name | Lepage | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Director Health & Safety | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Robert | | | | |
| Last Name | Reifenheiser | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |

| | | | | | |
|---|---|---|---|---|---|
| Country | US | | | | |
| Position | Vice President, Utility Division | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Paul | | | | |
| Last Name | Huffer | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, LI Civil Division | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Posillico | | | | |
| MI | J | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Secretary | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Trotta | | | | |
| MI | J | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Perciballi | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President/Environmental Division Mangaer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Anthony | | | | |
| Last Name | Evangelista | | | | |
| MI | C | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Sr. Vice President/Chief Engineer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Lisa | | | | |
| Last Name | Dippel | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Human Resources | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Fred | | | | |
| Last Name | Locher | | | | |
| MI | W | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Purchasing | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Thomas | | | | |
| Last Name | Spatafora | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Sr. Vice President, Business Development and Strategy | | | | |

| | |
|---|---|
| First Name | Thomas |

| | | | | | |
|---|---|---|---|---|---|
| Last Name | Cassidy | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Business Development | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Danielle | | | | |
| Last Name | Volpe | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, General Counsel | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Alan | | | | |
| Last Name | Davis | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Vice President, Operations Support | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Richard | | | | |
| Last Name | Nota | | | | |
| MI | | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Treasurer, Chief Financial 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.

[redacted]

| | | | | | |
|---|---|---|---|---|---|
| First Name | Michael | | | | |
| Last Name | Posillico | | | | |
| MI | J | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Executive Vice President and Secretary | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | D | Suffix | III | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Shareholder | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Posillico | | | | |
| MI | K | Suffix | | | |
| Address | 1750 New Highway | | | | |
| City | Farmingdale | State/Province/ Territory: | NY | Zip/Postal Code: | 11735 |
| Country | US | | | | |
| Position | Chief Exec. Officer and 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.

See attached, no affiliates will participate in the contract.

2 File(s) uploaded: #9 Entities (1).pdf, #9 JV List.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.

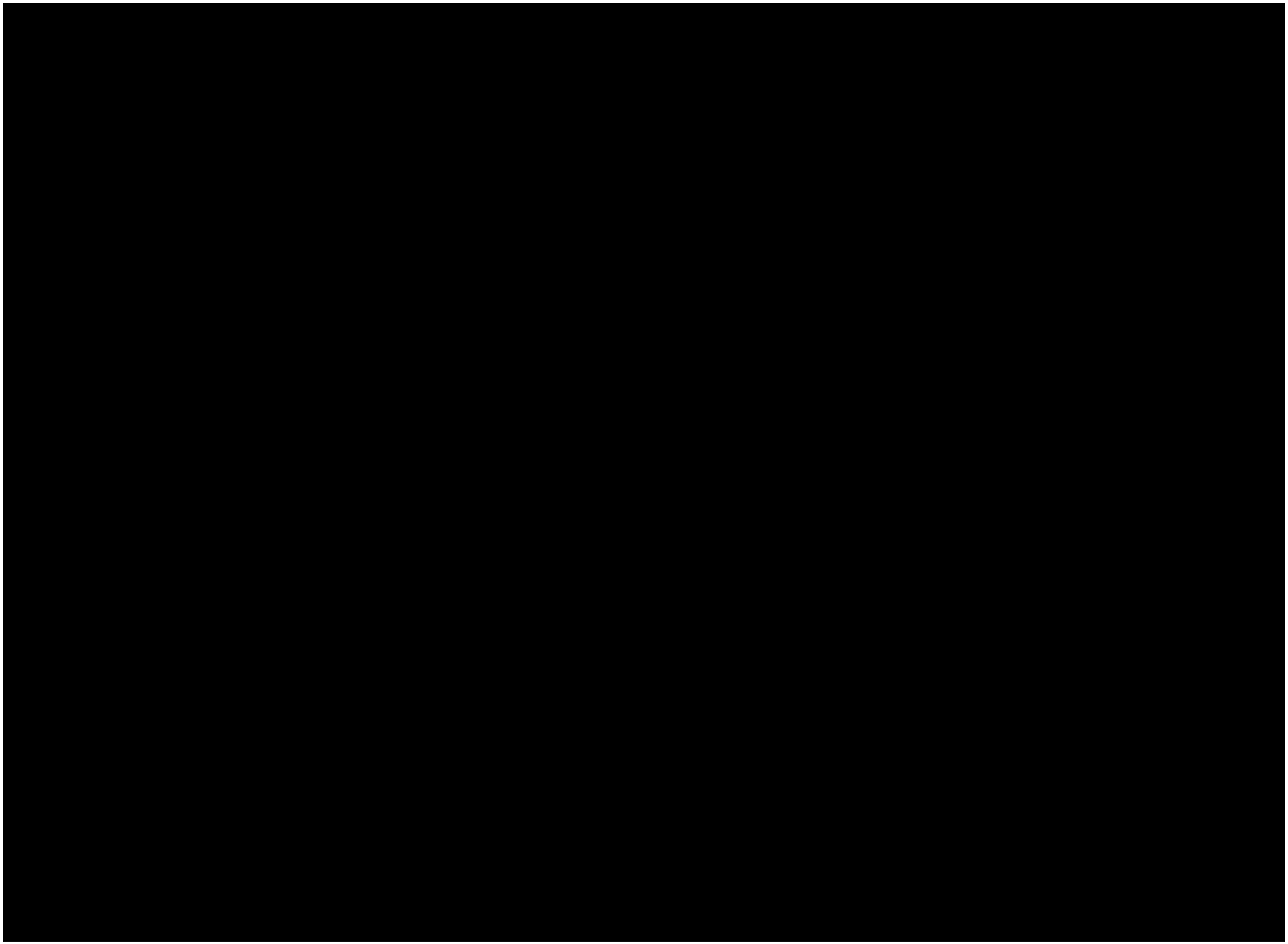
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

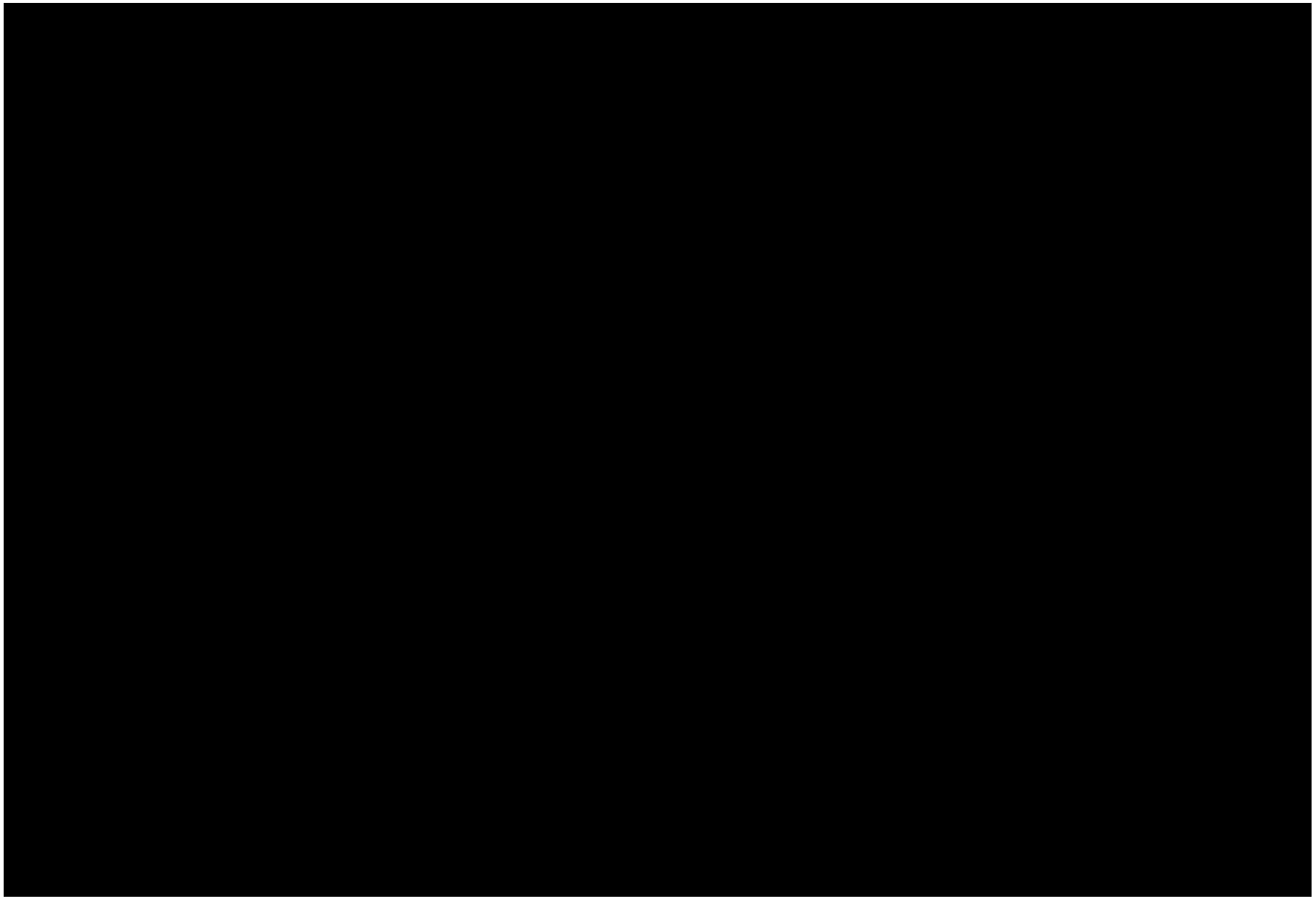
Electronically signed and certified at the date and time indicated by:
Jillian Brown [BREAKWATERQUALS@POSILLICOINC.COM]

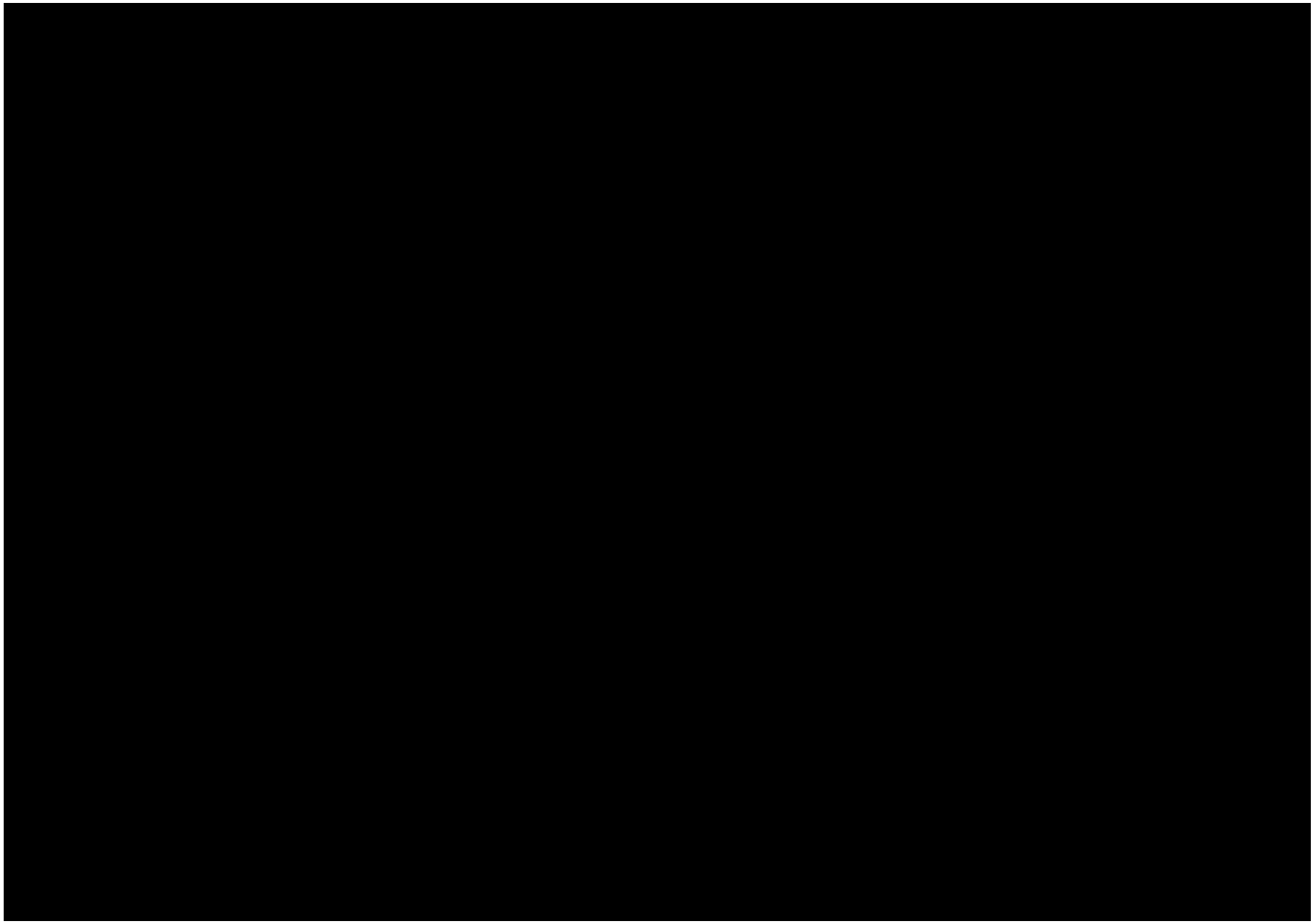
Dated: 05/13/2026 08:48:47 am

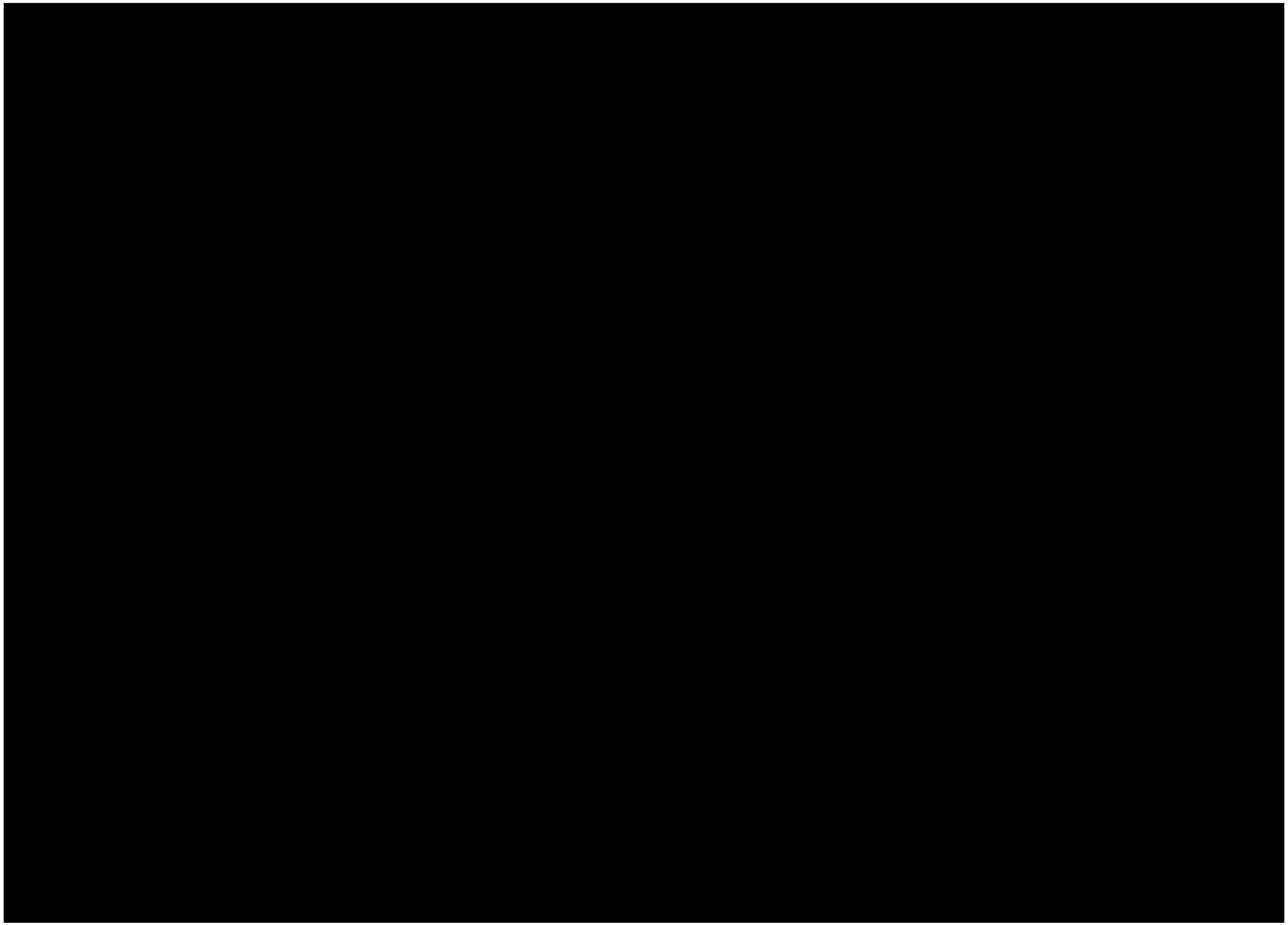
Title: Prequalification Manager

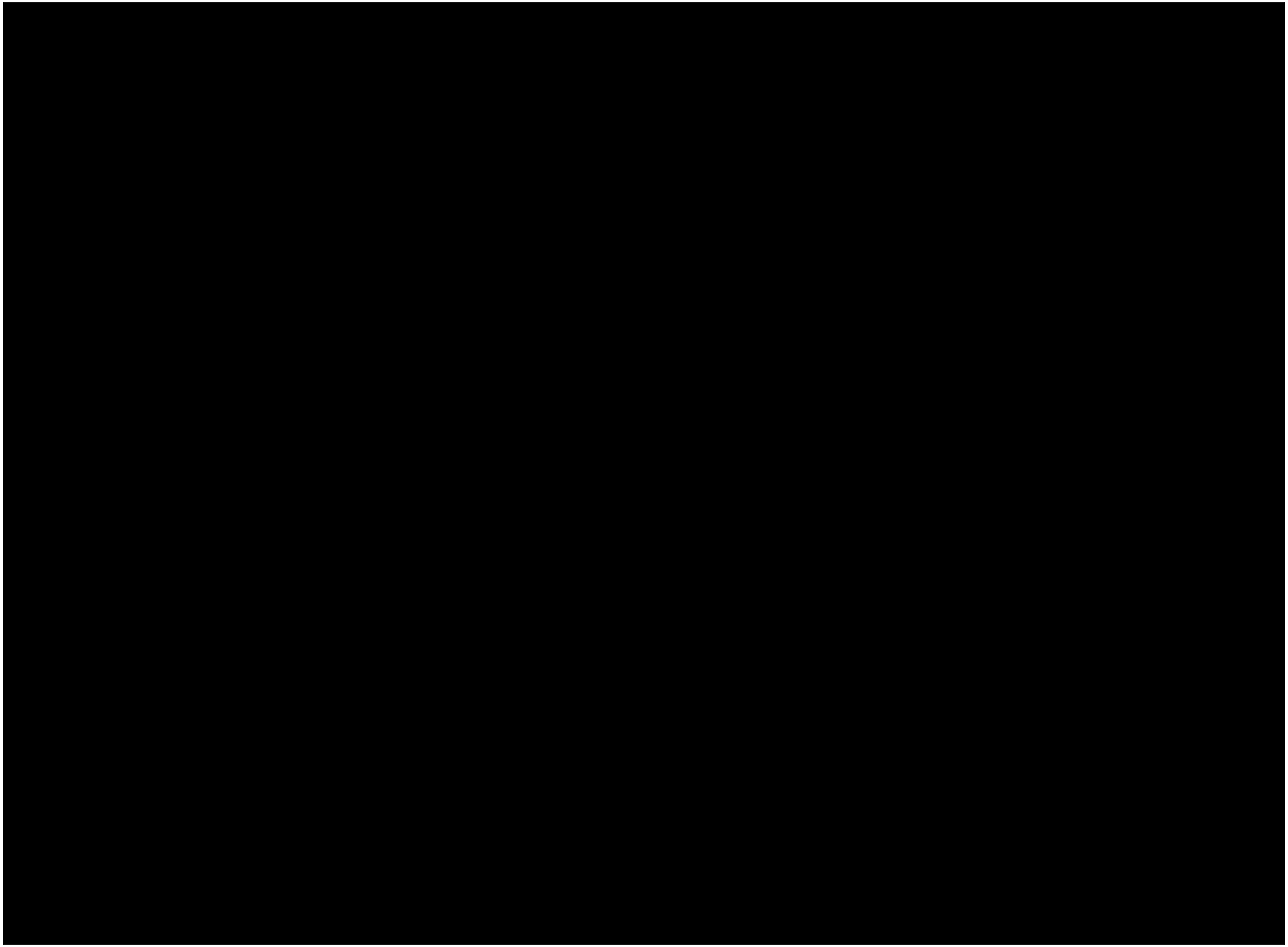
**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

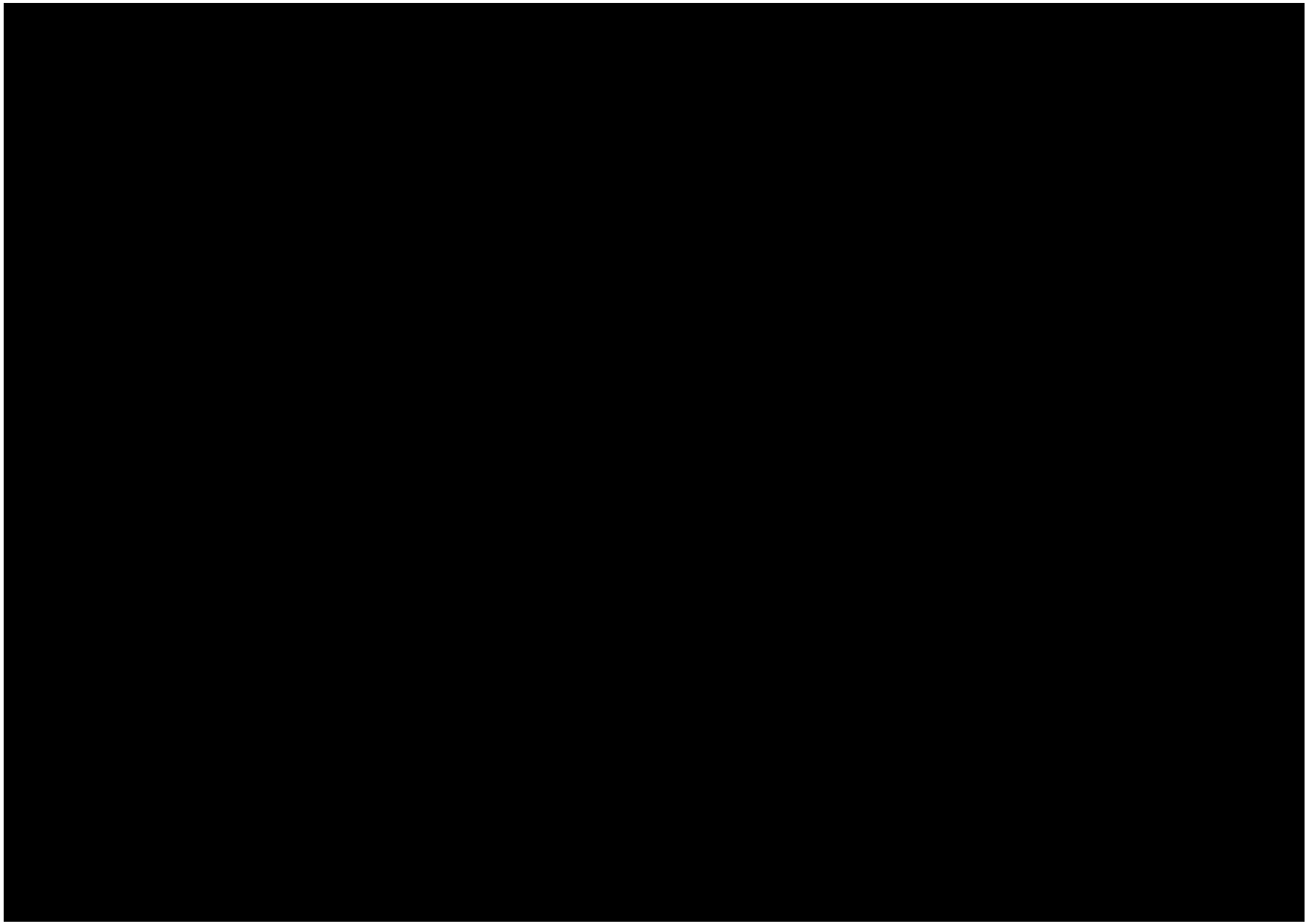


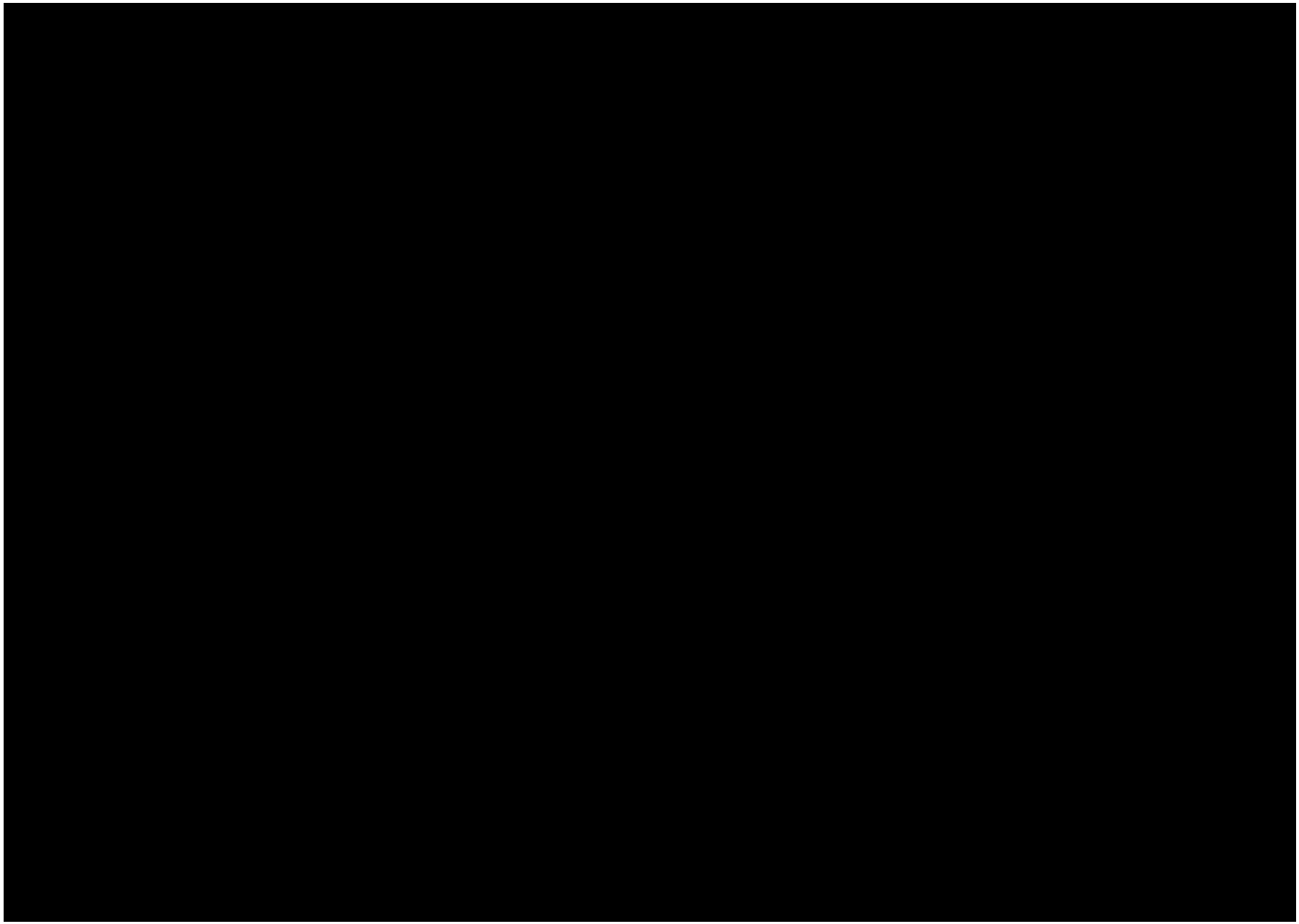


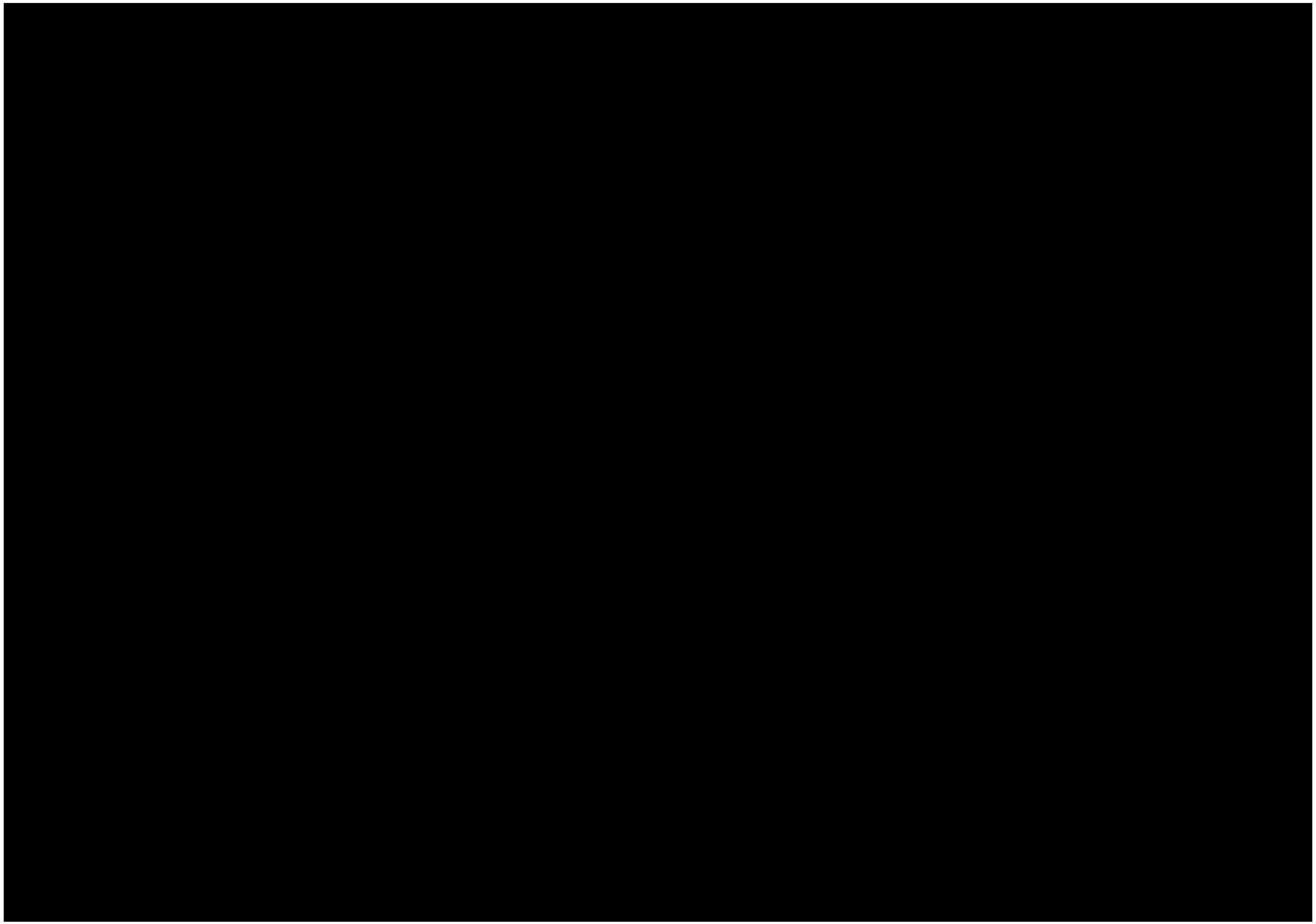


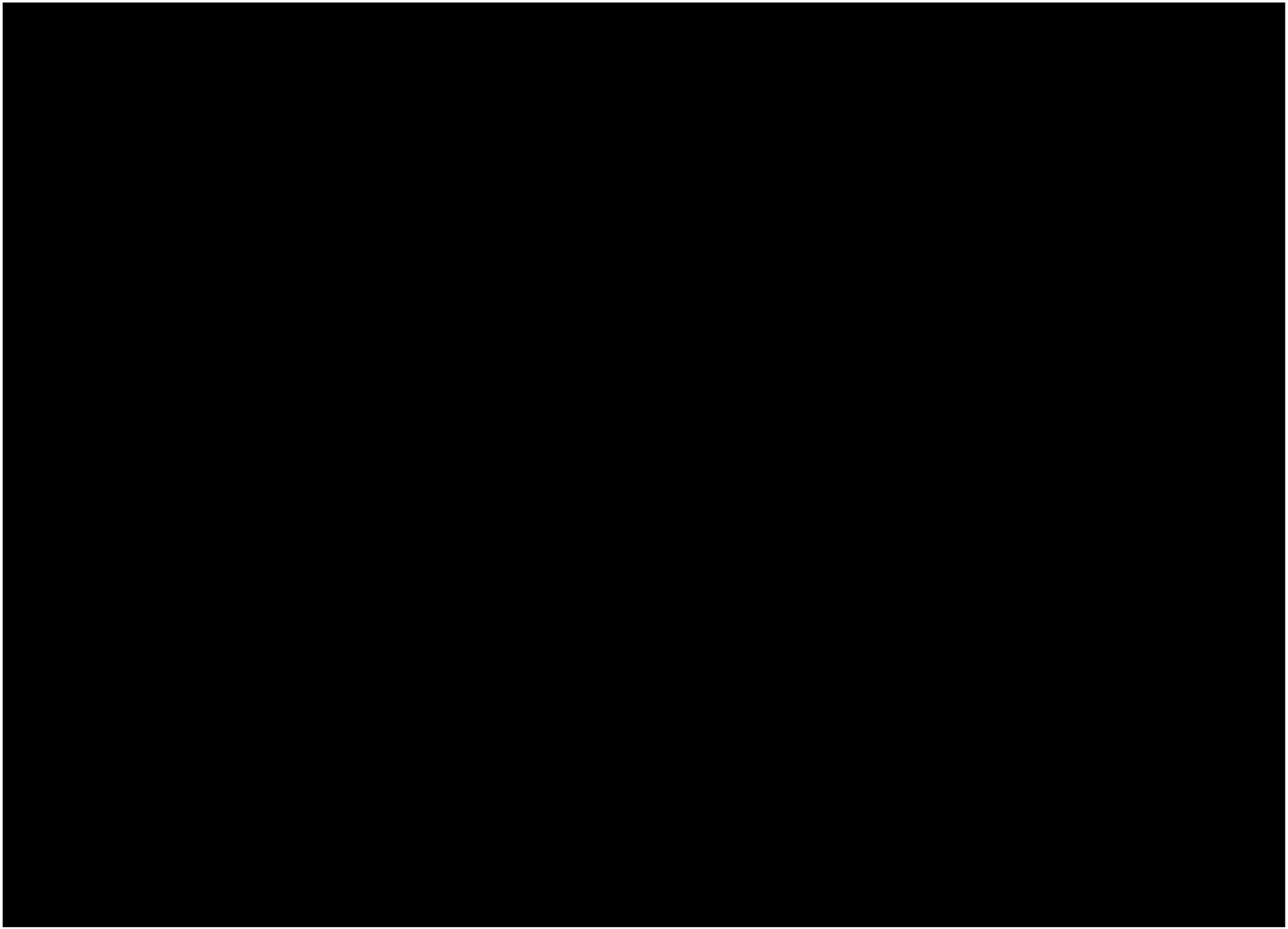


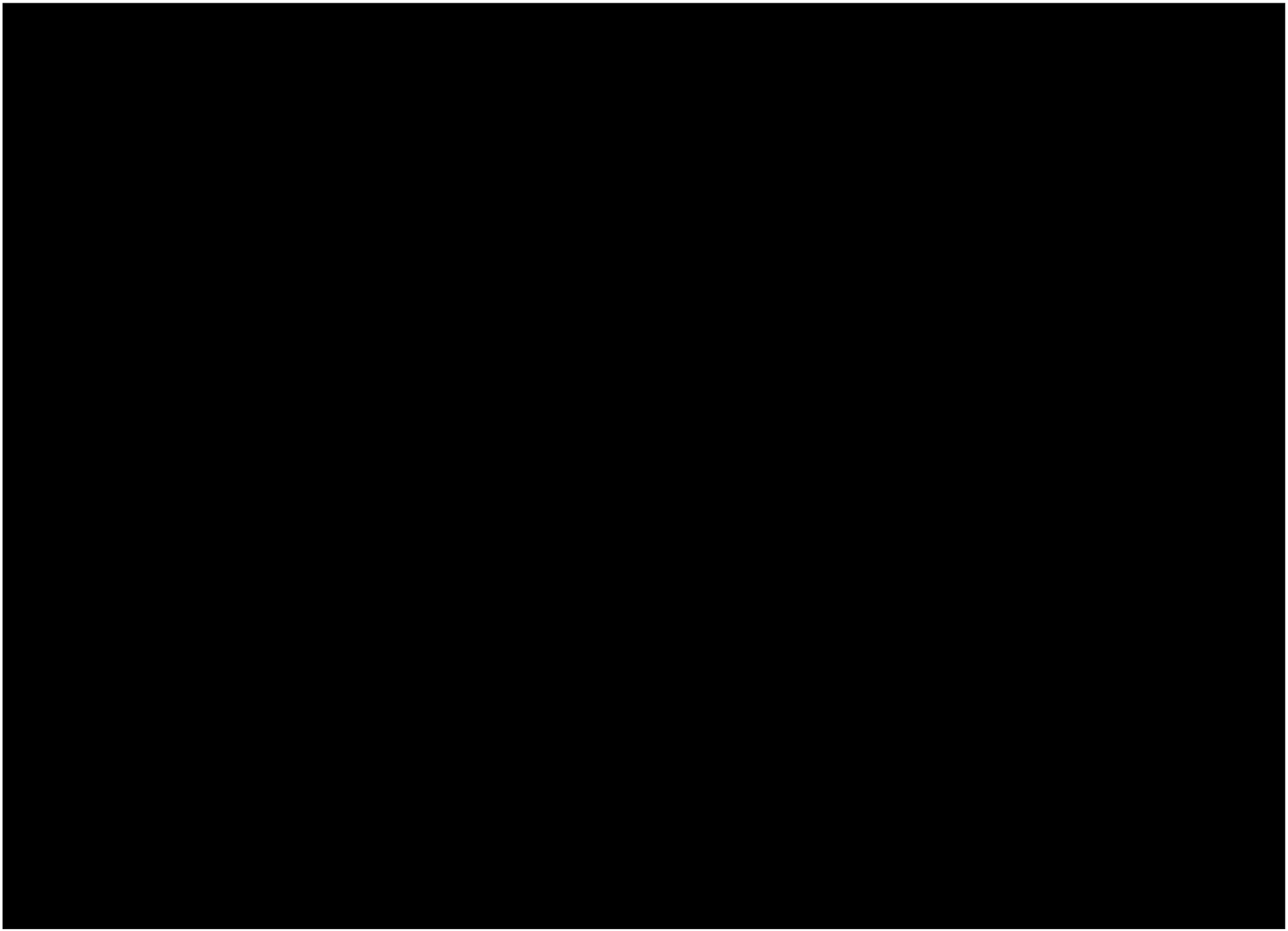












**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** April 21, 2026

**SUBJECT:** **RECOMMENDATION OF AWARD**

| | |
|---|---|
| Contract Number: | S35121-06G |
| Title: | South Shore WRF Aeration Blower Facility |
| Engineer's Estimate: | $115,000,000.00 |
| Bids Received On: | March 3, 2026 |

The bids received for the above referenced contract have been examined and Posillico Civil, Inc. is the lowest bidder in the amount as follows:

| | |
|---|---|
| General Construction (Lump Sum Base Bid) | $ 97,639,000.00 |
| Contingency for Unforeseen Field Conditions (Fixed Allowance) | $ 2,000,000.00 |
| Total: | **$ 99,639,000.00** |

The lowest bid is approximately 13.4% below the Engineer's Estimate and 9.9% below the average bid of $110,617,925.00. Four (4) bids were received, indicating a competitive bidding environment. See attached award recommendation letter and the bid tabulation.

Funding for the construction services is available under Capital Project No. 35121 and 35123.

If you approve or disapprove of the above request, please signify below, and return the memo to this office for appropriate action.

Joseph J Pecora

for Michael Kwaschyn
Commissioner

MK:PA:rp
Attachment
c: Christopher Nolan, Deputy Budget Director
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Pasquale Assalone, Director of Environmental Engineering
Christopher Vella, Project Manager III
Eric Mills, Anna Walsh, PMJV
Maryanne Dioquino, Connie Chan PMJV

APPROVED:

4/21/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

H2M architects + engineers
538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
tel 631.756.8000
fax 631.694.4122

**E-mail**

March 30, 2026
Revised March 31, 2026

Mr. Christopher Vella, Project Manager III
Nassau County Department of Public Works
3340 Merrick Road
Building R, 3rd Floor
Wantagh, NY 11793

**Re: Nassau County Department of Public Works**
**South Shore WRF**
**Aeration Blower Facility – Contract No. S35121-06G**

**Bid Anaysis and Award Recommendation**
**H2M Project No. NCDP 2305**

Dear Mr. Vella:

Four (4) bids were received on March 3, 2026, for the above-referenced project. H2M Architects + Engineers ("H2M") reviewed the bid proposals and supporting documentation submitted by Nassau County, including proposal pages and contractor qualification statements, and conducted a limited review of the apparent low bidder, Posillico Civil, Inc. ("Posillico").

Presented below is a summary of the bid evaluation, reference review, and award recommendation.

---

**Bid Summary**

The bids are listed in the table below from lowest to highest base bid amount and reflect the total of Bid Items Nos. 1 and 2. The table also includes the average of all bids received and the Engineer's Estimate (EE) prepared prior to bid advertisement.

| No. | Firm | Base Bid Amount |
|---|---|---|
| 1 | Posillico Civil, Inc. | $99,639,000.00 |
| 2 | RJ Industries | $109,927,700.00 |
| 3 | E & A Restoration, Inc. | $111,000,000.00 |
| 4 | Adam's European Contracting, Inc. | $121,905,000.00 |
| — | **Average Bid** | **$110,617,925.00** |
| — | **Engineer's Estimate** | **$115,000,000.00** |

Posillico has been identified as the apparent low bidder. Their base bid is approximately **13.4 percent below the Engineer's Estimate** and **9.9 percent below the average of all bids received**.

The Engineer's Estimate was continuously evaluated throughout the design process and updated following 100 percent design completion and prior to bid advertisement. The estimate accounts for accelerated inflation, supply-chain disruptions, and increased labor and material costs affecting the construction industry. Despite volatile market conditions, the Engineer's Estimate is within approximately **3.8 percent of the average bid**, indicating that it reasonably reflects current market conditions.

---

**Subcontracting**

Posillico submitted a Wicks-Exempt Subcontractor List and Schedule of Values identifying the following major subcontractors:

- **JDP Mechanical, LLC** – HVAC services in the amount of **$6,511,000.00**
- **JVR Electric** – Electrical services in the amount of **$14,750,000.00**

Posillico will self-perform all plumbing and gas-fitting work. No additional major subcontractors were identified.

---

**References and Qualifications**

H2M reviewed Posillico's submitted qualification statement with respect to the type, size, and complexity of the South Shore WRF Aeration Blower Facility project. The review identified no adverse history related to failure to complete awarded work, contract default, non-responsive bidding, or debarment.

Posillico has been in business for approximately **80 years** under its current name, performing work as both prime contractor and subcontractor. References contacted characterized the firm as qualified, diversified, professional, cooperative, and financially stable, with a strong record of self-performing work and delivering quality construction.

H2M and Nassau County have also worked with Posillico on previous projects of similar size and scope, confirming the accuracy of the reference feedback.

During the pre-award meeting, Posillico discussed its previous experience working with JDP Mechanical and JVR Electric and indicated that both firms have performed as subcontractors on multiple Posillico projects. Posillico described established working relationships with both firms and expressed confidence in the proposed project team.

Separate project references for JDP Mechanical and JVR Electric were reviewed. References for both subcontractors described them as qualified, professional, cooperative, and capable of performing high-quality work. H2M and Nassau County have prior experience with JVR Electric on County projects, and H2M previously observed work performed by both JDP Mechanical and JVR Electric during commissioning of a Suffolk County wastewater treatment facility. Based on these experiences and reference checks, the work quality and performance of both subcontractors are considered satisfactory for this project.

**Pre-Award Review**

Pre-award questions were issued by the County on March 13, 2026, and a pre-award meeting with Posillico was held on March 20, 2026. The meeting addressed Posillico's responses to the pre-award questions and confirmed the firm's qualifications and understanding of the project requirements. Copies of the pre-award meeting minutes and Posillico's follow-up correspondence are included for reference.

Based on this review, it is our opinion that Posillico has a clear understanding of the contract requirements and has fully incorporated the required scope of work into its bid price and schedule.

**Award Recommendation**

Based on the foregoing, H2M recommends that Nassau County proceed with the award of the contract to **Posillico Civil, Inc.** as the **lowest responsive and responsible bidder**. This recommendation is contingent upon County confirmation of the contractor's compliance with all front-end contract requirements, including bonding, insurance, legal documentation, and financial acceptability.

Please contact us if you have any questions or require additional information regarding this recommendation or other aspects of the South Shore WRF Aeration Blower Facility project.

Very truly yours,

**H2M architects + engineers.**

Christopher A. Weiss, P.E.
Sr. Vice President – Wastewater Engineering

Enc

CAW: caw

cc: Maryanne Dioquino, CPM (PMJV)
Eric Mills, P.E. (PMJV)
Anna Walsh, P.E. (PMJV)

X:\N\NCDP (NASSAU COUNTY DPW) - 10677\NCDP2305 SOUTH SHORE WRF AERATION BLOWER FACILITY\03-BID\RECOMMENDATION\S35121-06G_AWARD_REC_2026 03-FINAL.DOC

**Nassau DPW B.I.D.S - Summary of Bid Opening**
**S35121-06G - General Construction**
**SOUTH SHORE WRF AERATION BLOWER FACILITY**
**3/06/2026**
**Bid Opening: 03/03/2026**
**Engineer: Christopher Vella**
**Phone: (516) 571-7523**

| Contractor | Address | Insurance | Payment | Base Bid | % of Avg. Base Bid | % of EE Base Bid |
|---|---|---|---|---|---|---|
| Pillico Civil , Inc | 1750 New Highway Farmingdale, NY 11735 | Liberty Mutual Insurance C | 10% Amt Bid | $ 99,639,000.00 | 9.9% | 13.4% |
| RJ Industries | 75 East Bethpage Road Plainview, NY 11803-0349 | Liberty Mutual Insurance C | 10% Amt Bid | $ 109,927,700.00 | 0.6% | 4.4% |
| E & A Restoration Inc. | 30 Crossways Park Drive Suite 101 Woodbury, NY 11797 | Philadelphia Indemnity Insurance | 10% Amt Bid | $ 111,000,000.00 | -0.3% | 3.5% |
| Adam's European Contracting Inc. | 589 Johnson Avenue Brookyln, NY 11237 | Liberty Mutual Insurance C | 10% Amt Bid | $ 121,905,000.00 | -10.2% | -6.0% |
| | | | **Average =** | $ 110,617,925.00 | 0.0% | 3.8% |
| | | | **EE =** | $ 115,000,000.00 | -4.0% | 0.0% |

SOUTH SHORE WRF AERATION BLOWER FACILITY

**Bid Opening:** 3 /3 /2026 **Engineer:** Christopher Vella **Phone:** (516) 571-7523

| Contractor | Address | Insurance | Payment | Bid Amount | Alternate Bid |
|---|---|---|---|---|---|
| Posillico Civil, Inc. | 1750 New Highway Farmingdale, NY 11735 | Liberty Mutual Insurance Comp | 10% of Bid Amount | $99,639,000.00 | $0.00 |
| R.J. Industries, Inc. | 75 East Bethpage Road Plainview, NY 11803-0349 | Liberty Mutual Insurance Comp | 10% of Bid Amount | $109,927,700.00 | $0.00 |
| E & A Restoration Inc. | 130 Crossways Park Drive Suite 101 Woodbury, NY 11797 | Philadelphia Indemnity Insuranc | 10% of Bid Amount | $111,000,000.00 | $0.00 |
| Adam's European Contracting Inc. | 589 Johnson Avenue Brookyln, NY 11237 | Liberty Mutual Insurance Comp | 10% of Bid Amount | $121,905,000.00 | $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.**

## Request to Initiate - R25-0253 (P25-0139 - South Shore WRF Aeration Blower Facility)

| | | | |
|---|---|---|---|
| RTI Status | **Active** | | |
| Request Type | **RFBC** | | |
| Service Requested | **South Shore WRF Aeration Blower Facility Construction Services S35121-06G** | | |
| Justification | **A new aeration blower facility is required and a construction contractor is needed to execute the project.** | | |
| Requested By | **Public Works** | Project Manager | **Christopher Vella** |
| Project Cost for this Phase / Contract | **Construction** | | |
| PIR Phase Amount Listed | **110,000,000.00** | Phase Cost | **110,000,000.00** |
| Total Project Cost | **$137,700,400.00** | | |
| Start Work | **01/04/2027** | Duration | **48 months** |
| Renewal Options | | | |
| Procurement Method | **Formal Sealed Bid** | | |
| Procurement Method Reason | **Standard for Construction Contracts** | | |
| 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 | 35121 - Wastewater Facilities Storm Restoration | 000 | PWCSWCSW | 46,734,298.00 | | 0 | | | 10/20/2025 | James Woytysiak |
| Capital | 35123 - Superstorm Sandy Repair and Mitigation - Bay Park STP and Countywide Collection | 000 | PWCSWEFC | 63,265,702.00 | | 0 | | | 10/20/2025 | 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? | |
| If the County does not own the proper equipment can it rent/lease the equipment? | |
| 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? | |
| What is the duration of the project if done inhouse?<br><br>• Employee / Man Hours<br>• Number of Days<br>Show calculations. | |
| What is the duration of the project if out sourced? | |
| What is the priority of the project?<br>(Emergency, High, Medium, Low) | |
| Is the project subject to seasonality? | |
| What is the project cost of the project in done in-house?<br>• Labor<br>• Materials<br>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? | |
| Are there any warranties that would be voided if not installed by a licensed person or company? | |
| Do County employees always perform this function? | |
| 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 | **Eric Mills** | **10/16/2025 01:21 pm** |
| Funding Added | **See Funding Source Tab** | |
| Capital Funding Approved | **James Woytysiak** | **10/20/2025 10:34 am** |
| AIM Entered | **Deanna Funk** | **10/21/2025 07:12 am** |
| Time Sheet Code | **25-0253** | |
| 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
**C25-0253 Contract Number: S35121-06G**
*Construction 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 **C25-0253**.

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**
# Inter-Departmental Memo

C25-0253

**TO**: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalendar, President

**FROM**: Department of Public Works

**DATE**: October 15, 2025

**SUBJECT**: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: S35121-06G

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 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 contractor to provide construction services.

3. An estimate of the cost is: $110,000,000

4. 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

TO BE COMPLETED BY CONTRACTORS SUBMITTING A BID ON
S35121-06G

| ITEM NO. | APPROX. QUANTITIES | ITEMS BID WITH AMOUNT BID WRITTEN IN WORDS | UNIT BID PRICE | | AMOUNT BID PRICE | |
|---|---|---|---|---|---|---|
| | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1. | Lump Sum | Base Bid for furnishing all Labor, Materials and Equipment required for all Construction work ready for operation, inclusive of work covered under South Shore WRF Aeration Blower Facility.<br>Ninety Seven Million Six Hundred Thirty Nine Thousand Dollars and No Cents<br>DOLLARS CENTS | N/A | N/A | $97,639,000 | .00 |
| 2 | Allowance | Contingency for furnishing all labor, materials, equipment, and incidentals for unforeseen conditions and associated additional work.<br>TWO MILLION & ZERO<br>DOLLARS CENTS | $2,000,000 | 00 | $2,000,000 | .00 |

**TOTAL BASE BID (Sum of Bid Item No. 1 & 2):** MUST BE WRITTEN IN FIGURES:

$ Ninety Nine Million Six Hundred Thirty Nine Thousand Dollars and No Cents

**TOTAL BASE BID (Sum of Bid Item No. 1 & 2):** MUST BE WRITTEN IN WORDS:

$99,639,000.00
DOLLARS CENTS

## 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?

   80 Years _____ Months

2. How many years in the construction work of a similar type as this contract has your firm had;

   as a Prime Contractor 80

   as a Subcontractor 79

3. List below the construction projects your firm has under way as of this date:

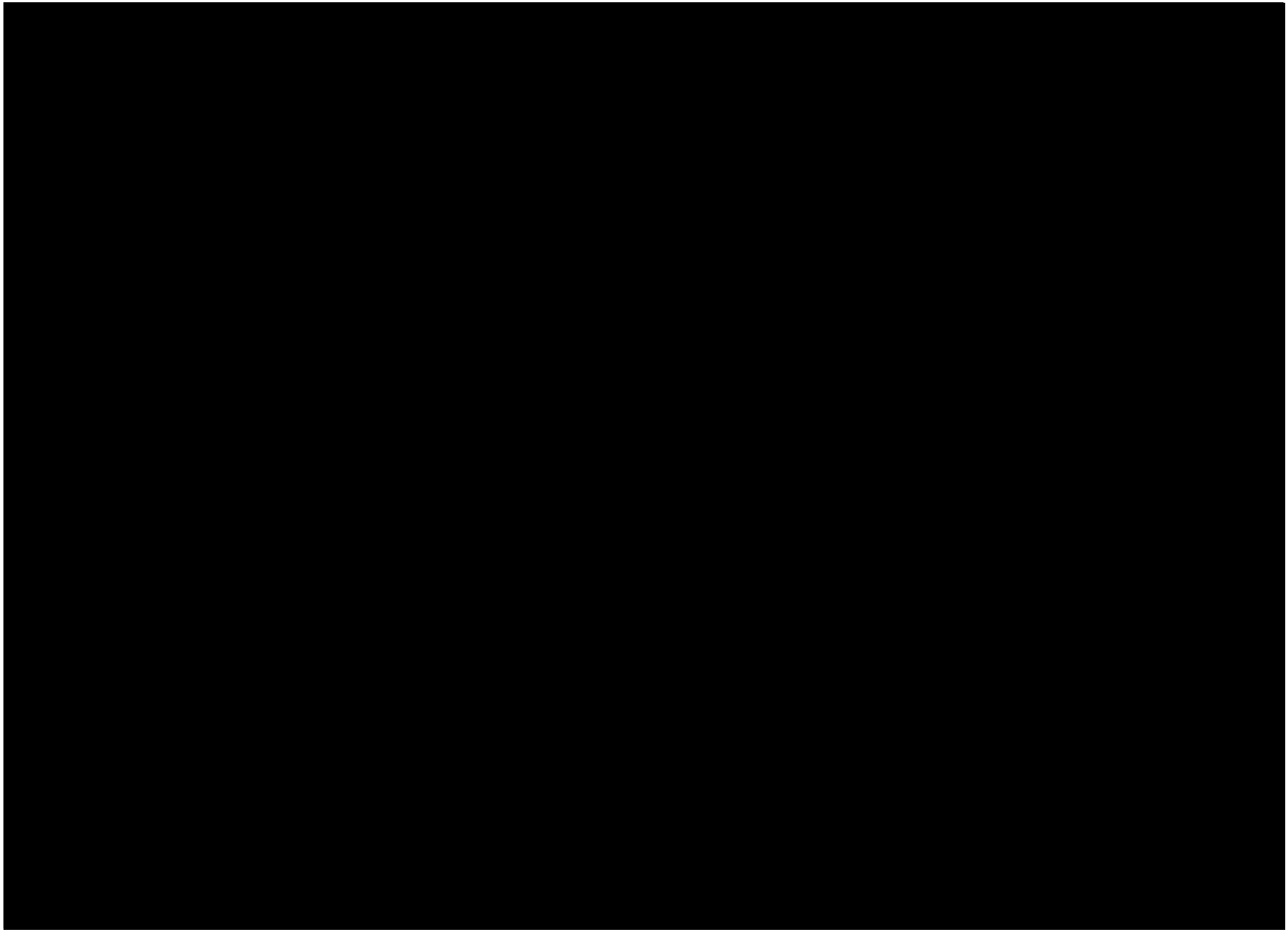
| Contract Amount | Class of Work | Percent Completed | Name and Address Owner of Contracting Officer |
|---|---|---|---|
| Please see the attached | | | |

(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:

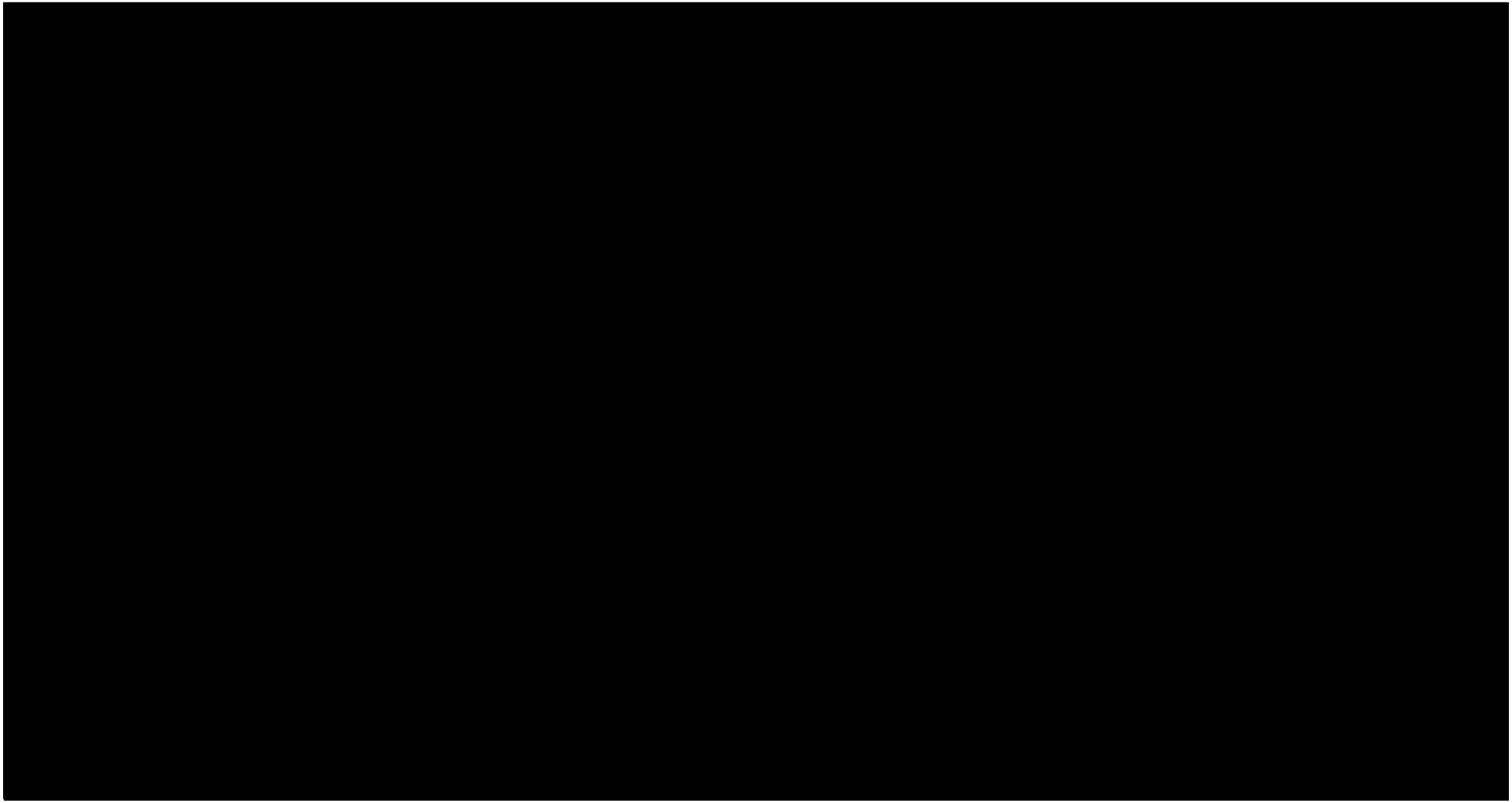
| Contract Amount | Class of Work | Percent Completed | Name and Address Owner of Contracting Officer |
|---|---|---|---|
| Please see the attached | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)



[redacted]

CONFIDENTIAL FOR The NCDPW - S35121-06G
EXEMPT FROM DISCLOSURE UNDER FOIA/FOIL
RELEASE TO ANY THIRD PARTY ONLY UPON WRITTEN CONSENT



+ + NO TEXT ON THIS PAGE + +

5. Have you ever failed to complete any work awarded to you? If so, when and why?

No

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?

No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name?

If so, state name of individual, name of owner and reason therefor:

No

8. In what other lines of business are you financially interested?

Environmental Services, Real Estate

+ + NO TEXT ON THIS PAGE + +

9. 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 |
|---|---|---|---|---|
| Please see the attached | | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

10. 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. | Year of Service | Present Location |
|---|---|---|---|
| Please see the attached | | | |

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

11. 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.

N/A

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Posillico
We know how.

# JOSEPH K. POSILLICO

**Posillico Civil, Inc.**

**Total Years of Experience**
41

**Years of Experience as President**
18

**Years of Experience as as CEO**
15

**Education**
Graduate Classes in Management, Finance, and Business Law, St. John's University, 1983

BS Civil Engineering, Villanova University, 1981

**Certificates/Affiliations**
FMI Leadership Institute Program, 2009

Chi Epsilon National Honor Society, Member

Tau Beta Phi National Honor Society, Member

**Boards**
Member, Board of Directors, Associated General Contractors of New York State

Member, Board of Directors, Long Island Contractors Association

Member, Villanova University College of Engineering Advisory Board

**President/CEO and Partner, 2004 – Present**
**CEO, 2007-Present**
A third generation Principal of the Posillico family organization, Joe carries the 75-year torch of innovation, providing governance that positions the Posillico family of companies at the forefront of the ACE Industry. He guides the development and management of the organization's annual strategic plan to advance the company's mission and objectives and to promote organizational growth, revenue, and profitability.

The Posillico family of companies works diligently to lead the industry in safety. He oversees company operations to ensure safety, efficiency, quality, service, and cost-effective management of resources.

**President; 01/2004-09/2007:** Oversaw the organization's project management and estimating functions across all divisions. He represented the company in negotiations with private and public corporations and clients. He led the organization and management of staff and company-wide informational meetings and communications.

**Secretary; 04/1987-01/2004:** Responsibilities included estimating and coordinating bids for public works projects, seeking out project opportunities with private firms and providing price quotations and negotiations, handling claims and change orders for ongoing and completed projects, management of the engineering department staff personnel and provided engineering support. Took charge of two construction projects for the Port Authority of New York and New Jersey at JFK International Airport. The projects involved relocating existing sanitary sewer and water facilities, installing and removing steel sheet piling, dewatering, constructing a 30-foot-deep sanitary sewer lift station, and installing underground tanks. The projects required intense planning and staging to minimize interruptions to airport operations, including a comprehensive safety program to protect employees and the public; in charge of two construction projects for the New York State Dept. of Transportation that involved the reconstruction of Route 495 in Huntington, NY ($10.8 million) and the construction of Route 878 in Inwood, NY ($25.7 million). Responsibilities included project scheduling, field supervision, project engineering, and negotiating change orders. The project included constructing a bridge over the LIRR and installing over 16,000 linear feet of underground sanitary and drainage pipe, 3,600 LF concrete box culverts, and 6,700 linear feet of 48-inch water main piping and appurtenances.

**Prior Experience**
**Exxon Company, USA; May 1985 – March 1987**
**Terminal Superintendent:** Supervisor of Exxon Co. USA's Everett, MA operation. Oil transfer facility. Responsibilities included supervising eight supervisory and 30 union employees, stewardship over a $5 million per year operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and ensuring compliance with federal and local environmental regulations. Operations at the facility included handling over 10 million barrels of petroleum products per year, with shipment and receipt of this product via barge, pipeline, and tank truck.

**Terminal Supervisor; 11/1983-02/1987:** In charge of Exxon's oil transfer facility in Oceanside, NY. Developed and implemented a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

**Construction and Maintenance Engineer; 08/1981-10/1983:** Oversaw the construction and modernization of Exxon's retail stations on Long Island, NY, including the replacement of underground tanks, the installation of vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

Posillico
We know how.

# MICHAEL J. POSILLICO

**Principal, Secretary, Chairman of the Board,**
**and Executive Vice President of Business Development, 1985-Present**

Mr. Posillico has varied experience in civil, environmental, and development projects. He has worked with government agencies and owners in conjunction with many projects' construction, development, and remediation, including the NYSDOT, NYSDEC, NYCDEP, NJDEP USEPA, and other regional municipal agencies. In the past several years, he has combined this expertise to promote the clean-up and redevelopment of some of the most contaminated projects in our region.

**2010 to Present:** Mr. Posillico has developed many construction materials facilities, including many that recycle construction waste into reusable construction products. Over the past five years, Mr. Posillico has worked to develop and commission the world's largest soil wash plant that cleans contaminated soils at their Farmingdale, New York facility. He also reorganized business development strategies for companywide goals and individual business units. In 2012 he took on the role of chairman for the New York League of Conservation Voters Long Island Chapter. He restructured their platform to implement a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.

**2005 to 2010**: Mr. Posillico formed two new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources, and strategically invest in property development, and Posillico Consulting, LLC, a multi-disciplined Brownsfield redevelopment property management and development consulting service. He expanded Posillico Environmental's marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction, and refurbishment. Mr. Posillico also led a re-branding effort for the Posillico companies to improve their recognition under one brand dedicated to setting the standard for excellence in the construction industry for completing complex projects safely, on time, and within budget.

**1997 to 2004:** Mr. Posillico worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as "Poscrete." He has worked on significant environmental projects, including the completed dredging of Lake Capri in West Islip, NY, which involved challenging environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on developing a remedial SVE system at Northville's Holtsville terminal and affected area with ERM Northeast. Mr. Posillico focused on the re-development of environmentally challenged properties in addition to overseeing significant projects in Posillico Environmental, Inc. Major projects included the partnership in Glen Isle Development, a 50-acre national Brownsfield waterfront redevelopment site, redevelopment of the former Cibro Fuel Oil Terminal in Island Park, NY, and the clean-up of the former GTE and Sylvania site in Hicksville, NY.

**1991 to 1996:** The majority of Mr. Posillico's efforts were directed at developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC). During this period, Michael founded and developed the Blue Water Environmental, Inc. petroleum-contaminated soil business, which is now known as Posillico Environmental, Inc. Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects, including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Dzus Fasteners in West Islip, NY, and the handling and disposal of

**Posillico Civil, Inc.**

**Total Years of Experience**
38

**Years of Experience as Executive Vice President**
14

**Education**
BS Civil Engineering, Clemson University, 1984

**Current Titles and Affiliations**
Senior Partner, Posillico, Inc.

New York State League of Conservation Voters, Board Member

Clemson University – Civil Engineering Department Advisory Board Member

Chi Epsilon National Civil Engineering Honor Society, Member

SUNY Farmingdale College Foundation, Honorary Member

New York League of Conservation Voters Long Island Chapter, Former Chairman

Gilda's Club of New York City Former Board Member

Vision Long Island, Former Board Member

dredge sediments from the installation of a cooling tunnel outfall at the Brooklyn Navy Yard.

**1985 to 1991:** Mr. Posillico was the project supervisor for NYSDOT. A nighttime reconstruction of the Long Island Expressway exits 52-57 and exits 32-39. ($10 million), the reconstruction of Route 106/107 and the North Service Road in Syosset, NY. ($4 million, rebuilding the force main and sewer system, Halesite, NY. ($2 million) Mr. Posillico was the project manager for **the** reconstruction of the Northern State and Meadowbrook Parkways interchange and rebuilding of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over $70 million, which involved complex bridge reconstruction and highway detour routing.

**Affiliation:** Mr. Posillico and his partners formed The Posillico Foundation in 2004, donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards, including Farmingdale State College Foundation, where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He served as Chairman of the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. Mr. Posillico currently serves as a New York State League of Conservation Voters board member and an advisory board member for Clemson University Civil Engineering Department. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation, and economic development.

| Description | Make | Model | Year |
|---|---|---|---|
| CAT Dozer D5GLGP | Caterpillar | D5GLGP | 2006 |
| Komatsu Dozer D21A8 | Komatsu | D21A8 | 2009 |
| Komatsu Dozer D21P-7 LGP | Komatsu | D21P-7 LGP | 2004 |
| CAT Dozer D5GLGP | Caterpillar | D5GLGP | 2006 |
| CAT Dozer D3-12A LGP | Caterpillar | D3-12A LGP | 2022 |
| CAT Dozer D6K2LGP | Caterpillar | D6KLGP | 2014 |
| Ingersoll Rand Compressor185CFM | Ingersoll Rand | P185WJD | 1999 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2021 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| McElroy Pipe Fusion Machine | Upsco | 412 DPS | 2013 |
| E-Z Drill 2108-4 SRA Slab Rider | Ez Drill | 210B-4 SRA | 2023 |
| Allen 20' Triple Roller Tube Paver | Allen Engineering | TRTP150B (051265) | 2023 |
| Allen 24' Triple Roller Tube Paver | Allen Engineering | TRTP150B (051267) | 2023 |
| Allen SSE1222P Truss Screed | Allen Engineering | SSE1222P | 2023 |
| Portable Modular Conveyor 60" x 21.5' | E2 Systems | Portable Conveyor | 2024 |
| John Deere Compressor 185CFM | John Deere | | |
| JLG 600AJ Articulating Boom Lift 60' | JLG | 600AJ | 2011 |
| Tadano Picker TR450XL4 45 Ton | Tadano | TR450 XL4 | 2003 |
| Trimble Robotic Station 5^ 3" | Trimble | 5^3" | 2006 |
| Shearforce Ripper XR50 | Shearforce | XR50 | 2014 |
| JLG 3246ES Electric Scissor Lift 32' | JLG | 3246ES | 2004 |
| Skyjack 3219 Electric Scissor Lift 19' | Skyjack | SJIII 3219 | 2014 |
| JLG 3248RS Electric Scissor Lift 32' | JLG | 3248RS | 2014 |
| Cimolai 30 US Ton Rail-mounted Gantry | Cimolai | RGC038 | 2018 |
| Tadano Picker GR500XL | Tadano | GR500XL | 2011 |
| Tadano Picker GR750XL4 | Tadano | GR750XL4 | 2011 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2019 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Trimble Robotic Total Station | Trimble | SPS930 | 2012 |
| Geo XH Trimble #61000-00 GPS | Geo Trimble | GeoXH | 2006 |
| Trimble Robotic Total Station | Trimble | SPS930 | 2013 |

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| Trimble Robotic Total Station | Trimble | SPS930 | 2015 |
| Trimble SX10 1' Scanning Total Station | Trimble | SX10 | 2020 |
| SX-12 Scanning Station | Trimble | SX-12 | 2023 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Ingersoll Rand Compressor 375CFM | Ingersoll Rand | XP375WJD | 2011 |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | P185WJD | 2011 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Kaeser M58 210 CFM Utility T4 Air | Kaeser | M58 | 2015 |
| Miller EnPak Air Compressor 175 PSI 60 | Miller EnPak | 907598001 | 2016 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2017 |
| Homesteader Utility Trailer | Homesteader | 6X12 White | 2014 |
| Freedom Safety Trailer Enclosed | Freedom | 7X20TA3 | 2015 |
| Look Enclosed 6' X 10' V Nose Trailer | Look Trailers | 6' X 10' White | 2013 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2018 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Wacker Neuson RD-12A Double Drum | Wacke rNeuson | RD-12A | 2014 |
| Ditch Witch RT16 Walk-Behind Trencher | Ditch Witch | RT16 | 2015 |
| Wacker Neuson RD12A-90 Tandem | Wacker Neuson | RD12A-90 | 2017 |
| Vermeer T755III Trencher | Vermeer | T755III | 2019 |
| Trencor T10 Trencher | Trencor | T10 | 2024 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |

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| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Solar Tech Full Matrix Message Board | Solar Tech | Silent Messenger | 2009 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Wanco Message Board | Wanco | Metro Matrix | 2013 |
| Wanco Message Board | Wanco | Metro Mini | 2013 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2016 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Solar Tech Arrowboard Silent Sentinel | Solar Tech | Silent Sentinel | 2009 |
| Allmand Arrow Board Solar | Allmand | Solar | 2006 |
| Allmand Arrow Board Solar | Allmand | Eclipse | 2006 |
| Allmand Arrow Board Solar | Allmand | Solar | 2004 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |

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| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Solar Tech Arrow Board Solar | Solar Tech | Silent Sentinel | 2008 |
| Allmand Arrow Board Solar | Allmand | Solar | 2004 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Allmand Arrow Board Solar | Allmand | Solar | 2005 |
| Sullivan Palatek D210UHJD4 210 CFM | Sullivan Palatek | D210UHJD4 | 2017 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Arrow Master Arrow Board | Arrow Master | AL4000 | |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2016 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Wanco WTSV-LSA Arrow-board trailer w/ | Wanco | WTSV-LSA | 2018 |
| Rotair DS185T4F (Utility) 185 CFM 100 | Rotair | DS185T4F | 2020 |
| Wacker Neuson RD-12A Double Drum | Wacker | RD12A | 2010 |
| CAT CB4.0 Asphalt Roller | Caterpillar | CB4.0 | 2023 |
| CAT CB10-02A Tandem Vibratory Roller | Caterpillar | CB10-02A | 2022 |
| CAT CB10-02A Tandem Vibratory Roller | Caterpillar | CB10-02A | 2023 |
| Dynapac CA2500PD Pad Foot Roller | Dynapac | CA2500PD | 2023 |
| Dynapac CA1500PD Smooth Drum Roller | Dynapac | CA1500PD | 2021 |
| Ingersoll Rand Roller DD90HF | Ingersoll Rand | DD90HF | 2004 |
| Volvo Roller DD90HF | Volvo | DD90HF | 2010 |
| Volvo Roller DD90HF | Volvo | DD90HF | 2010 |
| Dynapac Asphalt Roller CC1200 | Dynapac | CC1200 | 2014 |
| Sakai Walk Behind Roller | Sakai | HS67ST | 2010 |
| CAT CB24B Tandem Vibratory Roller | Caterpillar | CB24B | 2016 |
| Sakai Walk Behind Roller | Sakai | HS67ST | 2010 |
| Weber CR8 MDM Plate Tamper | Weber | CR8 MDM | 2016 |
| Weber CR7 CCD Plate Tamper | Weber | CR7 CCD | 2013 |

# EM Equipment

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|---|---|---|---|
| Husqvarna FS7000D 42" Concrete Walk | Husqvarna | FS7000D | 2023 |
| Husqvarna FS5000D 26" Concrete Walk | Husquvarna | FS5000D | 2024 |
| Husqvarna FS7000D T4 30" Concrete | Husquvarna | FS7000D T4 | 2024 |
| Rotair D425T4F Tow-Behind Compressor | Rotair | D425T4F | 2019 |
| EDCO Walk Behind Saw | EDCO | SS-26-35K | 2015 |
| Multiquip DLW-400ESA Welding Machine | Multiquip | DLW-400ESA | 2014 |
| Multiquip Welder 400 AMP Dual | Multiquip | DLW400ESE | 2006 |
| CAT CB34B Roller | Caterpillar | CB34B | 2020 |
| KÖCO Compact Stud Welder | ELOTOP | 2010 | 2015 |
| Miller Welder 700 Amp | Miller | Big Blue 700 | 2013 |
| Miller Trailblazer 302 Diesel Welder- | Miller | 907548001 | 2013 |
| Miller Trailblazer 325 Diesel Welder - | Miller | 907566001 | 2014 |
| Lincoln Electric TorchmateX 5x10 Plasma | Lincoln Electric | TorchmateX | 2023 |
| Hyster Static Roller C340C | Hyster | C340C | 2008 |
| Kawasaki Mule | Kawasaki | 4010 KAF950FBF | 2011 |
| 2008 Leasehold Improvements | | | |
| Kawasaki Mule | Kawasaki | 4010 KAF950FBF | 2011 |
| Sandvik QE342 Mobile Scalper | Sandvik | QE342 | 2020 |
| KPI FT4250CC-419994 Track Mounted | KPI | FT4250CC-419994 | 2022 |
| GT4280 Track Mounted Conveyor | Astec | GT4280 | 2022 |
| Bobcat Skid Steer S100 | Bobcat | S100 | 2013 |
| Mitsubishi FG25N 5,000 LB. Dual Fuel | Mitsubishi | FG25N | 2011 |
| Toyota 8,000lb Diesel Forklift | Toyota | 8FD35U | 2021 |
| Mitsubishi FG25N 5,000 LB. Dual Fuel | Mitsubishi | FG25N | |
| Toyota 6,500lb Diesel Forklift | Toyota | 8FDU32 | 2022 |
| CAT Track Skid Steer 299D | Caterpillar | 299D | 2013 |
| CAT Skid Steer Loader 272D2 XHP W/ | Caterpillar | 272D2 XHP | 2016 |
| JCB 940-4 8,000 LB Rough Terrain | JCB | 940-4 | 2015 |
| John Deere 331G Compact Track Loader | John Deere | 331G | 2018 |
| Volvo RT Excavator EW210D | Volvo | EW210D | 2016 |
| CAT Excavator 320E LRR | Caterpillar | 320E LRR | 2015 |
| John Deere 333G Compact Track Loader | John Deere | 333G | 2017 |
| John Deere 330G Skid Steer | John Deere | 330G | 2020 |
| John Deere 330G Skid Steer | John Deere | 330G | 2023 |
| CAT 272D3XE Skid Steer w/ Cold Planer | Caterpillar | 272D3XE | 2022 |

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| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| Volvo RT Excavator EW210C | Volvo | EW210C | 2010 |
| CAT Excavator 321DLCR with Rototilt | Caterpillar | 321DLCR | 2008 |
| CAT 259D Compact Track Loader | Caterpillar | 259D | 2018 |
| CAT 259D Compact Track Loader | Caterpillar | 259D | 2019 |
| CAT M316F Wheeled Excavator | Caterpillar | M316F | 2018 |
| John Deere 50G Compact Excavator | John Deere | 50G | 2017 |
| John Deere 60G Compact Excavator | John Deere | 60G | 2017 |
| John Deere 85G Compact Excavator | John Deere | 85G | 2018 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2018 |
| John Deere 345G LC Excavator | John Deere | 345G LC | 2018 |
| John Deere 345G LC Excavator | John Deere | 345G LC | 2018 |
| CAT Excavator 308E | Caterpillar | 308E | 2012 |
| CAT Excavator 308E | Caterpillar | 308E | 2012 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2018 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2019 |
| John Deere 672G Motor Grader | John Deere | 672G | 2023 |
| John Deere 872G Motor Grader | John Deere | 872G | 2023 |
| John Deere 672G Motor Grader | John Deere | 672G | 2023 |
| CAT Excavator 303.5E | Caterpillar | 303.5E | 2012 |
| CAT Excavator 320E LRR | Caterpillar | 320E LRR | 2013 |
| Volvo ECR28 Compact Excavator | Volvo | ECR28 | 2016 |
| Volvo ECR58D Compact Excavator | Volvo | ECR58D | 2015 |
| Volvo ECR88D Compact Excavator | Volvo | ECR88D | 2015 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| CAT 349F L Hydraulic Excavator | Caterpillar | 349F L | 2018 |
| Volvo ECR88D Compact Excavator | Volvo | ECR88D | 2016 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| CAT 349F L Hydraulic Excavator | Caterpillar | 349F L | 2018 |
| John Deere 245G LC Excavator | John Deere | 245G LC | 2017 |
| John Deere 50G Compact Excavator | John Deere | 50G | 2019 |
| John Deere 60G Compact Excavator | John Deere | 60G | 2019 |
| Hitachi ZX135 Mid-Size Excavator | Hitachi | ZX135US-6 | 2017 |

# EM Equipment

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|---|---|---|---|
| CAT 308 Excavator | Caterpillar | 308 | 2020 |
| CAT M316F Wheeled Excavator | Caterpillar | M316F | 2020 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2020 |
| McElroy Fusion Machine 12" | McElroy | | 2001 |
| McElroy Fusion Machine 8" | McElroy | | 2001 |
| McElroy Fusion Machine 8" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| McElroy Fusion Machine 4" | McElroy | | |
| Koncentra Fusion Machine 4" | Koncentra | | |
| Koncentra Fusion Machine 4" | Koncentra | | |
| McElroy Fusion Machine 2" | McElroy | | |
| McElroy Rolling 28 Pipe Fusion Machine | McElroy | A860701 | 2018 |
| Wacker Neuson EW100 Wheeled | Wacker Neuson | EW100 | 2020 |
| John Deere 470G Hydraulic Excavator | John Deere | 470G | 2022 |
| CAT RT Excavator M322F | Caterpillar | M322F | 2021 |
| CAT M316 Wheeled Excavator | Caterpillar | M316 | 2022 |
| John Deere 470P Excavator | John Deere | 470P | 2022 |
| John Deere 470G Excavator | John Deere | 470G | 2021 |
| John Deere 350P Excavator | John Deere | 350P | 2023 |
| Antraquip Mixing/Cutting Attachment | Antraquip | AQ4-XL-SM | 2015 |
| John Deere 410E Articulated Dump Truck | John Deere | 410E | 2019 |
| John Deere 410E-II Articulated Dump | John Deere | 410E-II | 2021 |
| Grizzly | JDP | | |
| American Shoring Manhole Box 10'X10' | American Shoring | | 2008 |
| American Shoring Manhole Extension | American Shoring | 4DWE412X | 2009 |
| Wilson Car Unloader | Wilson | | |
| American Shoring Shoring Box 8'X10' | American Shoring | 4DWE810 | 2013 |
| American Shoring Shoring Box 8'X24' | American Shoring | 6SDW824 | 2013 |
| CAT Backhoe Loader 430F | Caterpillar | 430F | 2012 |
| Isuzu Air Compressor | Isuzu | NPR | 2004 |
| CAT Backhoe Loader 420D | Caterpillar | 420D | 2004 |
| CAT Backhoe Loader 420D | Caterpillar | 420D | 2005 |
| CAT Payloader 950M | Caterpillar | 980M | 1953 |
| CAT Payloader 924G | Caterpillar | 924G | 2005 |

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| John Deere Backhoe Loader 410L | John Deere | 410L | 2021 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2022 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2022 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 624P Wheel Loader | John Deere | 624P | 2023 |
| John Deere 744P Wheel Loader | John Deere | 744P | 2023 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2022 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| CAT 966M Wheel Loader | Caterpillar | 966M | 2022 |
| CAT 938M Wheel Loader | Caterpillar | 938M | 2021 |
| John Deere 744L Wheel Loader | John Deere | 744L | 2021 |
| Volvo Payloader L150F | Volvo | L150F | 2009 |
| Volvo Payloader L150F | Volvo | L150F | 2008 |
| Komatsu Payloader WA4505 | Komatsu | WA450-5 | 2006 |
| CAT Payloader 966G | Caterpillar | 966G | 2003 |
| CAT Payloader 966K | Caterpillar | 966K | 2012 |
| CAT Payloader 966K | Caterpillar | 966K | 2012 |
| CAT Payloader 966M | Caterpillar | 966M | 2019 |
| Chincoteague Boat 20' | Chincoteague | 20 | 2002 |
| Trimble Dozer GPS Setup GCS900 | Trimble | GC5900/DUALM5992 | 2010 |
| Trimble Excavator GPS Setup GC5900 | Trimble | GC5900/DUALM5992 | 2010 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2010 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2011 |
| Trimble GCS900 Dual MS992 GPS | Trimble | GCS900 MS992 | 2012 |
| 3D Upgrade for CAT AP 1055F Mobil-Trac | Trimble | PCS900 | 2017 |
| Trimble EarthWorks Dozer Grade Control | Trimble | EarthWorks | |
| Sitech CAT 150 - EB501688 - Dual/UTS | Sitech | EB501688 | 2024 |
| Sitech CAT 150 - EB501688 - Dual/UTS | Sitech | EB501688 | 2024 |
| Sitech Deer 850L - F463453 - Earthworks | Sitech | F463453 | 2024 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2010 |
| Trimble Tablet PC SCS900 | Trimble - RAC15U0010 | SCS 900 | 2011 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2011 |

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| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2013 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Highfield 11'-3" Inflatable Boat - 5 Person | Highfield | | 2018 |
| Trimble Tablet PC SCS900 | Trimble | SCS900 | 2015 |
| Highfield 12' Aluminum Boat | Highfield | | 2017 |
| Cruisers 21' Fiberglass Boat | Cruisers | | 1977 |
| Trimble Rover SPS882 with base option | Trimble | SPS882 | 2010 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2010 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS882 | Trimble | SPS882 | 2011 |
| Trimble Rover SPS985 w/ Base Station | Trimble | SPS985 | 2022 |
| Trimble Rover R780 | Trimble | R780 | 2023 |
| Trimble Rover R780 | Trimble | R780 | 2023 |
| Trimble Base Station SP852 | Trimble | SP852 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS852/882 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Base Station SP882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Base Station SPS882 900 mhz | Trimble | SPS882 | 2011 |
| Trimble Robotic Total Base Station | Trimble | SPS930 | 2013 |
| Trimble Robotic Total Base Station | Trimble | SPS930 | 2014 |
| Link-Belt TCC 750 Telescopic Crawler | Link Belt | TCC 750 | 2019 |
| Link-Belt TCC-800 Telescopic Crawler | Link-Belt | TCC-800 | 2023 |
| Trimble Base Reapter Kit | Trimble | SNB900 | 2011 |
| Trimble Laser SR300 | Trimble | SR300 | 2011 |
| Trimble Active Target GC | Trimble | MT900 | 2011 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2015 |
| Trimble Site Tablet w/ SCS900 | Trimble | TAB71RD | 2015 |
| Trimble MultiTrack Target | Trimble | MT1000 | 2015 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2017 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2017 |
| SPS930 Robotic UTS DR Plus with TSC7 | Trimble | SPS930 | 2018 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2018 |

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| Trimble TSC7 Data Collector | Trimble | TSC7 | 2018 |
| Trimble T10 Tablet | Trimble | T10 | 2018 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2022 |
| SPS930 Robotic UTS DR Plus | Trimble | SPS930 | 2023 |
| Trimble T7 Tablet | Trimble | T7 | 2023 |
| SPS930 Robotic ATS Total Station | Trimble | SPS930 | 2023 |
| SPS930 Robotic ATS Total Station | Trimble | SPS930 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| Trimble TSC7 Data Collector | Trimble | TSC7 | 2023 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2023 |
| Trimble T7 Tablet | Trimble | T7 | 2023 |
| Trimble X9 Kit w/ T10 Tablet | Trimble | T10x | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble TSC7 Data Controller | Trimble | TSC7 | 2024 |
| Trimble TSC7 Data Controller | Trimble | TSC7 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Trimble | SPS930 | 2024 |
| Trimble T7 Tablet | Trimble | T7 | 2024 |
| Trimble Rover R780 | Trimble | R780 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Sitech | SPS930 | 2024 |
| SPS930 Robotic UTS DR Plus w/MC | Sitech | SPS930 | 2024 |
| SPS785 Premium Precise Base | Sitech | SPS785 | 2024 |
| Trimble MT900 Prism | Trimble | MT900 | 2024 |
| Trimble MT900 Prism | Trimble | MT900 | 2024 |
| Trimble R750 Repeater | Trimble | R750 | 2024 |
| Focus 3D-X330 Scanner | Focus | 3DX330 | 2014 |
| Focus 3D-X330 Scanner | Focus | 3DX330 | 2014 |
| Trimble Receiver | Trimble | R1000160GNSS | 2015 |

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| DJI Mavik 3 Drone | DJI | Mavik 3 | 2023 |
| Trimble TSC3 | Trimble | TSC3 | 2015 |
| CAT Paver AP555F | Caterpillar | AP555F | 2022 |
| CAT Paver AP1055F | Caterpillar | AP1055F | 2020 |
| CAT Paver AP1055F | Caterpillar | AP1055F | 2020 |
| GeoVISION Deluxe Borehole Camera | GeoVISION | GS-0001 | 2016 |
| Allen SE12 Steel Engine Driven Truss | Allen Engineering | SE12 | 2020 |
| Allen WB1824 Powered Work Bridge | Allen Engineering | WB1824 | 2020 |
| CAT Paver AP1055-07A (Next Gen) | Caterpillar | AP1055-07A | 2022 |
| BidWell Concrete Paver | Bidwell | 3600 | 2010 |
| Griffin Diesel Pump 10" | Griffin | 10NCRD | 2012 |
| Putzmeister TK50 Concrete Pump Trailer | Putzmeister | TK50 | 2015 |
| Hydra-Tech HT25DYS Portable Hydraulic | Hydra-Tech | HT25DYS | 2012 |
| Putzmeister Concrete Pump Trailer | Putzmeister | TK40 | 2006 |
| Liebherr THS110 K-D4F Crawler Pump | Liebherr | THS110 K-D4F | 2023 |
| Gomaco GT-3300 Slipform Paver | Gomaco | GT-3300 | 2023 |
| BidWell 3600HD 24' Concrete Paver | Bid-Well | 3600 | 2024 |
| Wirtgen 240i Soil Stabilizer | Wirtgen | 240i | 2023 |
| CAT Dirt Roller CS56B | Caterpillar | CS56B | 2019 |
| CAT Dirt Roller CS563C | Caterpillar | CS563C | 1998 |
| Lynx 500 20x88 Big Bowl Centrifuge | Lynx | 500 NX5150 | 2021 |
| Telescopic Centrifuge Stand Assembly | Elgin | N/A | |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2006 |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2010 |
| Lay Mor Tow Behind Sweeper | Lay Mor | 8HC | 2011 |
| Elgin Broom Badger Street Sweeper | Elgin | Broom Badger | 2020 |
| ODRA MT4H Street Sweeper | Izusu / ODRA LLC | NRR / MT4H | 2022 |
| Pearson PH2200 70T Water Chiller | Pearson | PH2200 | 2023 |
| Digga Torque Logic Hub Kit | Digga | DTL-001576 | |
| Digga SD 95 Anchor Drive w/ Linkage & | Digga | SD 95 | 2017 |
| Digga MD 110 Anchor Drive w/ Linkage & | Digga | MD 110 | 2015 |
| Comacchio 520mm Clamp w/ Hyd Valve | Comacchio | 520 Comacchio | 2015 |
| Double Clamp Series 45-520mm | Comacchio | 6-7000.225 | 2015 |
| Double Clamp Series 45-520mm | Comacchio | 6-7000.225 | 2015 |
| Cemen Tech Mixing Silo | Cemen Tech | MT 270 P | 2007 |

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|---|---|---|---|
| YBM SG-30SV GROUT PUMP - 440L/min | YBM | SG-30SV | 2009 |
| Blend A240 Tre Concrete Plant | Blend Plants | A240 tre | 2021 |
| El Cinco TD-116 Cement Storage PIG | El Cinco | TD-116 | 2023 |
| CemenTech 200 Barrel Portable Silo | CemenTech | CT-200LP | 2018 |
| Tecniwell 1.5 Ton Mini Silo With Screw | Tecniwell | TWSILO 1.5T | 2018 |
| Belgrade 200 Barrel Low Profile Silo | Belgrade | 200 BBL | 2019 |
| Belgrade 350 Barrel Portable Silo | Belgrade | 350 BBL | 2019 |
| Weldbilt Truck Body | Weldbilt | Custom 22' | 2015 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T800 Boom Truck | Kenworth | T880 | 2024 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Kenworth T880 Tractor | Kenworth | T880 | 2025 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Peterbilt 357 Flat Truck | Peterbilt | 357 | 2007 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2016 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2007 |
| Kenworth T800 Boom Truck | Kenworth | T800 | 2007 |
| Peterbilt 367 Boom Truck | Peterbilt | 367 | 2011 |
| Kenworth T800 Tri Axle Tractor | Kenworth | T800 | 2009 |
| Kenworth T800 Tri-Axle Tractor | Kenworth | T800 | 2014 |
| Kenworth T800 Tri Axle Tractor | Kenworth | T800 | 2024 |
| Peterbilt 367 VAC Truck | Peterbilt | 367 / HV55 | 2020 |
| Peterbilt 348 Vac Truck | Peterbilt | 348 / VHX42 | 2022 |
| Mack R7W Tractor | Mack | R7W | 1993 |
| Kenworth T880 Tractor | Kenworth | T880 | 2019 |
| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |

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| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |
| Phoenix Concrete Front Mixer Truck | Phoenix | | 2016 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2018 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2020 |
| Peterbilt 348 Concrete Mixer Truck | Peterbilt | 348 | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Mack GR64B Concrete Mixer Truck | Mack | GR64B | 2020 |
| Load Rite 5 STARR Aluminum Tandem | Load Rite | 5S- | 2019 |
| Continental CTA3517B-17000 Boat Trailer | Continental | CTA3517B-17000 | 2019 |
| EZ Load Boat Trailer | EZ Load | EZ Load | 2008 |
| AmeraTrail AS2224TMB Boat Trailer | AmeraTrail | AS2224TMB | 2018 |
| Big Tex 7x16 Utility Trailer with Sides | Big Tex | 7x16 Utility + sides | 2020 |
| Trail King TK40LP Tagalong Trailer | Trail King | TK40LP | 2018 |
| Trail King TK40LP Tag Trailer | Trail King | TK40LP | 2021 |
| Sullair Compressor 185CFM | Sullair | 185 | |
| Sullair Compressor 185CFM | Sullair | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | 2006 |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Ingersoll Rand Compressor 185CFM | Ingersoll Rand | 185 | |
| Gatormade 25+5 Elite Gooseneck Trailer | Gatormade | 25+5 Elite Gooseneck | 2025 |
| Loadstar 75/60Ton Lowbed Trailer | Loadstar | 75/60Ton | 2023 |
| Loadstar Pin on Axle | Loadstar | Pin on | 2023 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Flatbed Trailer | Fontaine | HAVSF12SST | 2019 |
| Fontaine Lowbed 55 Ton Trailer | Fontaine | Magnitude TL55 | 2012 |
| Loadstar Flip Axel | Loadstar | | 2025 |
| Transcraft DTL3000 Flatbed Trailer | Transcraft | DTL3000 | 2012 |
| Transcraft EDTL3000 Extendable Flatbed | Transcraft | EDTL3000 | 2012 |
| XL Specialized 48' Double Drop Detach | XL Specialized | Double Drop Detach | 2018 |
| Flatbed Trailer | Dorsey | Pipe Trailer 40 foot | 1998 |

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| Flatbed Trailer-Roller Trailer | Cam Superline | 3CAM612TT | 1998 |
| Pace America Work Sport Box Trailer | Pace America | Work Sport Box | 2001 |
| Pace America Work Sport Box Trailer | Pace America | Work Sport Box | 2001 |
| Kaufman Trailer | Kaufman | FP-7K-35D | 2015 |
| 2003 Hauli | | | 2003 |
| Fontaine 48' Drop Deck WSA Trailer | Fontaine | 48' Drop Deck | 2023 |
| Great Dane 53' Drop Deck Trailer | Great Dane | 53' Drop Deck | 2019 |
| Trail King Low Bed Trailer | Trail King | TK120HDG | 2010 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Stephens 1000 cu. ft. Pneumatic Trailer | Stephens | 1000 cu. ft. | 2017 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Trail King Flip Axle | Trail King | | 2010 |
| Superior M80 Lowbed Trailer | Superior | M80 | 2012 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| Vantage S85 Aluminium End Dump | Vantage | S85 | 2022 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| CTS BDT-40 Pack Mule Steel Belly Dump | CTS | BDT-40 | 2025 |
| Superior J65 Lowbed Jeep | Superior | J65 | 2012 |
| Jeep Axle | Superior | Jeep Axle | 2011 |
| Flip Axle | Superior | Flip Axle | 2012 |
| Flip Axle w/Lights | Superior | Flip Axle | 2012 |
| Fontaine Double Drop Lowboy Trailer | Fontaine | Double Drop | 2008 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Ditch Witch HX50-800G Vac Trailer | Ditch Witch | HXS0 | 2023 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |

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| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Wabash Flatbed Trailer | Wabash | TL | 2000 |
| Fontaine Flatbed Trailer | Fontain | FTW-5-8048SL | 1998 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2016 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2018 |
| Econoline 18' Trailer 7-Ton Landscape | Econoline | AP0718DE | 2018 |
| Hino L6 Utility Truck | Hino | L6 | 2025 |
| 4300 International Water Truck | International | 4300 | 2018 |
| Doosan Generator 450KW | Doosan | G450WCU | 2014 |
| Doosan G125WCU-3Q-T4i Portable | Doosan | G125WCU-3Q-T4i | 2015 |
| Kenworth T480 4,000 Gallon Water Truck | Kenworth/Curry Supp. | T480 | 2024 |
| Kenworth T480 4,000 Gallon Water Truck | Kenworth | T480 | 2024 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Freightliner M2106 4,000 Gallon Water | Freightliner | M2106 | 2023 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2024 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2024 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2023 |
| Kenworth T280 Service Truck | Kenworth / IMT | T280 / Dominator I | 2023 |
| Hino 258ALP Service Truck | Hino | 258ALP | 2020 |
| Kenworth T370 Hook Truck | Kenworth | T370 | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2020 |
| Hino 258ALP Service Truck | Hino | 258ALP | 2020 |
| Ford F550 Compressor Truck | Ford | F550 | 2011 |
| Hino Utility Truck | Hino | 258ALP | 2014 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2015 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2014 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |

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| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2016 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2017 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Mack 18' TMA4 Attenuator Truck | Mack | TMA4 | 2024 |
| Mack 18' TMA4 Attenuator Truck | Mack | TMA4 | 2024 |
| Freightliner15' TMA3 Attenuator Truck | Freightliner | TMA3 | 2024 |
| Freightliner15' TMA3 Attenuator Truck | Freightliner | TMA3 | 2024 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2018 |
| Chevrolet Express G4500 Rack Truck | Chevrolet | G4500 | 2009 |
| International 4200 Flatbed Dump | International | 4200SBA | 2010 |
| Chevrolet Express G4500 Flatbed Dump | Chevrolet | G4500 | 2009 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |

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| Hino 258ALP Utility Truck | Hino | 258ALP | 2019 |
| Ford F550 Flatbed with Gooseneck Hitch | Ford | F550 | 2015 |
| Ford F550 XL Supercab 4x2 Rack Truck | Ford | F550 | 2023 |
| Ford F550 XL Supercab 4x4 Rack Truck | Ford | F550 | 2023 |
| Hino L6 Rack Truck | Hino | L6 | 2025 |
| Ford F550 Flatbed with Gooseneck Hitch | Ford | F550 | 2015 |
| Ford F550 Flatbed with Gooseneck Hitch - | Ford | F550 | 2015 |
| Ford F550 Service Truck | Ford | F550 | 2015 |
| Kenworth T370 Service Truck | Kenworth | T370 Dominator II | 2018 |
| Hino 258ALP Service Truck | Hino | 258ALP Dominator I | 2019 |
| Kenworth T370 Service Truck | Kenworth | T370 | 2020 |
| Chevrolet 5500HD Rack Truck | Chevrolet | 5500HD | 2019 |
| Ford E450 Box Truck w/ Airman PDS185 | Ford | E450 | 2013 |
| Ford F550 Rack Body | Ford | F550 | 2012 |
| Ford F650 Flatbed Dump | Ford | F650 | 2005 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2022 |
| Chevrolet Silverado 3500HD Crew Cab | Chevrolet | 3500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2024 |
| Chevrolet Silverado 3500HD Double Cab | Chevrolet | 3500HD | 2024 |
| Ford F-550 Crew Cab with Utility Body | Ford | F-550 | 2024 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Ford F550 Welding Truck | Ford | F550 | 2007 |
| Chevrolet Silverado 3500 Chassis Cab WT | Chevrolet | 3500 | 2020 |
| Ford F650 Flatbed Dump | Ford | F650 | 2005 |
| Ford F650 Flatbed W/ Water Tank | Ford | F650 | 2005 |
| Faro 3D Scanner | Faro | Focus 3D-X330 | 2014 |
| Faro 3D Scanner | Faro | Focus 3D-X330 | 2014 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F250 XL Super Duty Crew Cab 4x4 | Ford | F250 | 2018 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Regular Cab | Chevrolet | 1500 | 2021 |

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| Chevrolet Silverado 1500 Regular Cab | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2021 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2021 |
| Chevrolet Pickup 1500 Double Cab 4WD | Chevrolet | 1500 | 2019 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2021 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD LTZ | 2022 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Toyota Tundra SR Double Cab Long Bed | Toyota | Tundra SR | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD High Country | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD High Country | 2022 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2018 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2022 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2023 |

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| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2023 |
| Chevrolet Tahoe Z71 | Choverolet | Tahoe Z71 | 2022 |
| Chevrolet Silverado 1500 Double Cab | Chevrolet | 1500 | 2023 |
| Chevrolet Silverado 1500 Double Cab | Chevrolet | 1500 | 2023 |
| Chevrolet Suburban 4WD Z71 | Chevrolet | Z71 | 2022 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 | 2018 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Ford F150 Limited | Ford | F150 Limited | 2017 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet 2500 Express Cargo Van | Chevrolet | 2500 | 2023 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2024 |
| Cheverolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Ford Transit 350 High Roof Extended | Ford | Transit 350 HR EXT | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |

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| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2024 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2023 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2018 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2025 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2019 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2019 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2018 |
| Ford E250 Van | Ford | E250 | 2011 |
| Ford E250 Van | Ford | E250 | 2007 |
| Ford F250 Superduty Crew Cab XL | Ford | F250 | 2019 |
| Ford F250 Superduty Crew Cab XL | Ford | F250 | 2019 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Silverado 1500 Crew Cab RST | Chevrolet | 1500 RST | 2020 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2019 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2019 |
| Ford E350 Van | Ford | E350 | 2012 |
| Ford F250 Pick Up | Ford | F250 | 2004 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F150 SuperCab 8' Bed | Ford | F150 | 2020 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2018 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 LTZ | 2019 |
| Ford F250 Pick Up | Ford | F250 | 2012 |

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| Ford F150 Pick Up | Ford | F150 | 2012 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Crew Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford F150 SuperCrew Cab XLT | Ford | F150 | 2018 |
| Chevrolet Pickup 1500 Crew Cab 4WD | Chevrolet | 1500 | 2018 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford E250 Van | Ford | E250 | 2013 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford E250 Van | Ford | E250 | 2013 |
| Ford F150 SuperCrew Cab XLT | Ford | F150 | 2018 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2017 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2019 |
| Chevrolet Silverado 2500HD Double Cab | Chevrolet | 2500HD | 2020 |
| Weber MT CR 7 HD Reversible Soil | Weber Mach. Tech. | CR 7 HD | 2011 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Colorado Extended Cab 4WD | Chevrolet | Colorado | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Crew Cab 4WD | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2015 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2015 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2016 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2016 |
| Chevrolet Pickup 1500 Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet 1500 WT Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet Pickup 1500 Regular Cab 4WD | Chevrolet | 1500 | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |

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| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| Containment Solutions 280 Gallon Double- | Containment Solution | 61-LCAA1280DS000 | 2004 |
| Falcon MI10259 4 Ton Asphalt Trailer | Falcon | MI10259 | 2014 |
| Chevrolet Pickup 2500HD Double Cab | Chevrolet | 2500HD | 2016 |
| MMD Airman SDG25S 25kva Generator | MMD | SDG25S | 2010 |
| Tecniwell Diesel Grout Mixing Plant | Tecniwell | TWMG57/D | 2017 |
| Chevrolet Express 3500 Cargo Van 155" | Chevrolet | Express 3500 | 2018 |
| Tecniwell Diesel Grout Mixing Plant | Tecniwell | TWMG57/D | 2016 |
| Godwin 6" Jet Pump | Godwin | HL5MS | 2004 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 10' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Huizhou Xinhuachang | CX04-404NYK | 2006 |
| 8' x 20' Ground Level Storage Container | Yangming Marine | 460-DCC26-1 | 1983 |
| 8' x 20' Ground Level Storage Container | Textainer Group | FI 068-11 | 1996 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind | ECC10-03RW | 1988 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind. | ECC10-03RW | 1988 |
| 8' x 20' Ground Level Storage Container | Evergreen Heavy Ind. | ECC10-03RW | 1989 |
| 8' x 10' Ground Level Storage Container | Qingdao CIMC Cont. | 1CC-084GC20 | 2003 |
| 8' x 20' Ground Level Storage Container | P.T. Asia Perintis | APC-1CC-1035A | 1992 |
| 8' x 20' "Shanty" Container w/ Swing | Unikon International | ST2066 | 1991 |
| 8' x 20' Ground Level Storage Container | Bangkok Cont. Ind. | BCD 5-2 | 1990 |
| 8' x 20' Ground Level Storage Container | Boyang Shipping Co | HSM-2112-R | 1988 |
| 8' x 10' Ground Level Storage Container | Dalian Jindo Cont Co | JS-D44TO-B | 1995 |
| 8' x 10' Ground Level Storage Container | UKN | UKN | UKN |
| 8' x 20' Ground Level Storage Container | Kawasaki Heavy Ind. | KCD36 | 1984 |
| 8' x 20' Ground Level Storage Container | Hung Myung Ind. Co. | HO-1044-04 | UKN |
| 8' x 20' Ground Level Storage Container | UKN | UKN | UKN |
| 8' x 10' Ground Level Storage Container | Kawasaki Kisen Kaish | 1CC-094GC20 | 2000 |
| 8' x 10' Ground Level Storage Container | Morteo Soprefini | CDS.89/V.1 | 1990 |
| 8' x 20' Ground Level Storage Container | Union Container Ind. | DCC-547B-P | 1989 |
| 8' x 20' "Shanty" Container w/ Swing | Korea Container | KCC-20GP-1110 | 1993 |
| 8' x 20' Ground Level Storage Container | CIMC | 182A22 | 2006 |
| 8' x 20' Ground Level Storage Container | Shanghai Hyundai | HP-1CC 530R1 | 1995 |

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| 8' x 20' Ground Level Storage Container | Guangdong Hyundai | HP-1CC-1331 | 2001 |
| 8' x 20' Ground Level Storage Container | Dalian Cont. Mfg Co. | 1CC-DC20-8C | 1996 |
| 8' x 10' Ground Level Storage Container | TBD | TBD | TBD |
| 8' x 10' Ground Level Storage Container | ZhangZhau CIMC Cont. | CB22-30-02 | 2012 |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 10' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | | | |
| 8' x 20' Ground Level Storage Container | Union Container | DCC-505B-S | 1983 |
| 8' x 20' Ground Level Storage Container | Union Container | Union | 1983 |
| Hydraulic Breaker BXR100 | Breaker Technology | BXR100 | 2014 |
| Ironmaster Rebar Bender | Ironmaster | PG4 | 2014 |
| Multiquip Generator 60-200KW | Multiquip | DCA-220SSJ | |
| Pendrill Grout Plant PD1011 | Pendrill | PD1011 | 2014 |
| Rusmar PFU800/25 | Rusmar | PFU800/25 | 2012 |
| MTBM AVN 1200TB M-1562M | Herrenknecht | 1200TB M-1562M | 2011 |
| MTBM AVN 800XC M-2965M | Herrenknecht | 800XC M-2965M | 2024 |
| MTBM AVN 800XC M-2965M | Herrenknecht | 800XC M-2965M | 2024 |
| Comacchio MC8DHT Hydraulic Crawler | Comacchio | MC8DHT | 2020 |
| Comacchio MC28HD Hydraulic Crawler | Comacchio | MC28HD | 2017 |
| Comacchio MC24HT Hydraulic Crawler | Comacchio | MC24HT | 2016 |
| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2018 |
| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2017 |
| Montabert 501 NG 2,000 ft-lb Med | Montabert | 501 NG | 2016 |
| CAT XQ100N Generator | Caterpillar | XQ100N | 2012 |
| Ironmaster Bar Bender | Ironmaster | PG4 | 2000 |
| Doosan Generator G70 | Doosan | G70 | 2012 |
| CAT D349 Generator 775kW 480V | Caterpillar | D349 | 1980 |
| Rototilt Grapple | Indexator | SG502S | 2012 |
| Godwin Dri-Prime HL80M Diesel Pump 3" | Godwin | HL80M | 2015 |
| Rototilt RT60 | Rototilt | RT60 | 2011 |
| Ice Drill EX- 25 | Ice | EX25 | 2011 |
| Bauer RTG RG-19T Piling Rig | RTG | RG19-T | 2021 |
| Rototilt RT80 | Rototilt | RT80 | 2010 |

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| Scheltzke Grout Mixing Plant MPS 510 | Scheltzke | MPS 510 | 2018 |
| McMillen Auger Drive (CAT 318) | McMillen | 3550 | 1994 |
| Belgrade 300 Low Profile Silo | Belgrade | 300 BBL | |
| CAT Hydraulic Hammer H120S | Caterpillar | H120S | 2001 |
| Griffin Wellpoint Pump 8 WPRD | Griffin | 8WPRD | 2004 |
| ID HP3000 Rock Hammer | ID | HP3000 | 2008 |
| Amida Light Tower | Amida | AL40000 | |
| Multiquip Concrete Mixer | Multiquip | MC-94 | |
| Scheltzke RS 3000-HY Holding Tank - | Scheltzke | RS 3000-HY | 2016 |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| Star MFG 20,000Gal Frac Tank | Star MFG | | |
| ABI Mobilram TM 14/17V | ABI | TM 14/17V | 2008 |
| ABI Vibratory Hammer 14 17V | ABI | MRZV18VS | 2007 |
| HEMH12 w/ TEI1000 10" Breaker | TEI | HEMH12 | 2020 |
| ABI Doub Case Clamp (24"-48") | ABI | | 2007 |
| ABI Doub Case Clamp (18"-48") | ABI | 20" OD 19" ID | 2007 |
| Rusmar PFU800/40 | Rusmar | PFU80040 / | 2008 |
| APE VM 250 Variable Moment | APE | VM 250 | 2007 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ2400 | 2021 |
| APE Doub Cass Clamp 24"-48" | APE | | 2007 |
| Truck Wheelwash | Rhino | | |
| Rusmar PFU400/25 | Rusmar | PFU40025 | |
| Titan Truck Scale 70'x10 2 sec | Titan | 100K | 2006 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ1200 | 2013 |
| Center Rock Scorpion (Breakout Tool) | Center Rock | HJ2400 | 2013 |
| Various Trimble Equipment | | | |
| Light Tower | | | |
| CAT BA30 Hydraulic Angle Broom - 36" | Caterpillar | BA30 | 2016 |
| CAT BA30 Hydraulic Angle Broom - 36" | Caterpillar | BA30 | 2016 |
| Astec 300TPH Portable Asphalt Plant | Astec Industries | 300TPH | 2024 |
| GAR-BRO 1 yd. Lightweight Laydown | GAR-BRO | L Series | |
| GAR-BRO 2 yd. "Combo" Bucket w/ | GAR-BRO | 4958 | 2016 |
| GAR-BRO 2 yd. "Combo" Bucket w/ | GAR-BRO | 4958 | 2016 |

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| GAR-BRO 1/3 yd. Lightweight Round- | GAR-BRO | 410-R | 2016 |
| GAR-BRO 1 yd. Lightweight Laydown | GAR-BRO | 436-L | 2016 |
| 300 Watt Reomte Power System - Kit | Mr Solar | 300 Watt - Custom | |
| Custom 80 Watt Remote Power System | Mr Solar | 80 Watt - Custom | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| 200 Watt Remote Power System | Mr. Solar | 200W | |
| CAT Plant Generator | Caterpillar | D399 | |
| EZ-HD08 Heavy Duty Double Cylinder | EZ SPOT UR | EZ-HD08 | 2016 |
| EZ-HD08 Heavy Duty Double Cylinder | EZ SPOT UR | EZ-HD08 | 2016 |
| Montabert 501 NG 2,000 ft-lb Med | Montabert | 501 NG | 2016 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2016 |
| Montabert V4500 13,000 ft-lb 2-Speed | Montabert | V4500 | 2011 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2016 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2016 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2016 |
| Montabert SC-16 350 ft-lb Compact | Montabert | SC-16 | 2015 |
| Montabert SC-36 1,000 ft-lb Compact | Montabert | SC-36 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2017 |
| Montabert V46 7,500 ft-lb Variable Speed | Montabert | V46 | 2017 |
| Montabert V32 5,000 ft-lb Variable Speed | Montabert | V32 | 2018 |
| Montabert SC-28 750 ft-lb Compact | Montabert | SC-28 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2018 |
| Montabert SC-50 1,500 ft-lb Compact | Montabert | SC-50 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2017 |
| Montabert SC-28 750 ft-lb Compact | Montabert | SC-28 | 2018 |
| Montabert SC-36 1,000 ft-lb Compact | Montabert | SC-36 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2018 |
| Montabert SC-42 1,250 ft-lb Compact | Montabert | SC-42 | 2017 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2018 |
| Montabert M900 3,000 ft-lb Medium | Montabert | M900 | 2019 |
| Range Rover Sport HSE | Land Rover | Range Rover Sport | 2021 |

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| Allmand Night-Lite Pro II Light Tower | Allmand | Night-Lite Pro II | |
| Mechanic's Service Truck | | | |
| Mechanic's Service Truck | Chevrolet | 3500HD | 2023 |
| Dodge Sprinter | Dodge | Sprinter 170 | 2009 |
| Ford Explorer XLT | Ford | Explorer | 2017 |
| Cadillac Escalade Premium Luxury | Cadillac | Escalade Premium Lux | 2021 |
| Chevrolet Silverado 1500 Crew Cab 4WD | Chevrolet | 1500 | 2023 |
| Chevrolet Tahoe Premier 4WD | Chevrolet | Tahoe | 2023 |
| Ford F150 SuperCrew Limited | Ford | F150 | 2023 |
| Chevrolet Suburban 4WD | Chevrolet | Suburban | 2024 |
| Wanco WTMMB Message Board | Wanco | WTMMBC | 2020 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP Portable | Ver-Mac | PCMS-1500LP | 2017 |
| Ver-Mac PCMS-1500LP G2 Portable | Ver-Mac | PCMS-1500LP G2 | 2019 |
| Ver-Mac PCMS-1500LP G2 Portable | Ver-Mac | PCMS-1500LP G2 | 2019 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2019 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2019 |
| Ver-Mac PVMS-1500C Pro Portable | Ver-Mac | PVMS-1500C Pro | 2020 |
| Ver-Mac PVMS-1500C Pro Portable | Ver-Mac | PVMS-1500C Pro | 2020 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2022 |
| Ver-Mac PCMS-320 HYD Portable | Ver-Mac | PCMS-320 HYD | 2022 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac PCMS-320 Portable Changeable | Ver-Mac | PCMS-320 | 2023 |
| Ver-Mac CT-2430 Camera Trailer | Ver-Mac | CT-2430 | 2023 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wanco Solar Powered Arrow Board | Wanco | WTSP55-LSA | 2020 |
| Wacker Neuson Plate Tamper | Wacker Neuson | DPU5545HE | 2021 |
| Wacker Neuson Plate Tamper | Wacker Neuson | DPU5545HE | 2021 |
| Core Cut 36" Walk Behind Road Saw | Diamond Products | CC6571D-36 | 2021 |

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| Multiquip 26" Double Drum Walk Behind | Multiquip | MRH800GS2 | 2022 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2024 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 430 | Caterpillar | 430 | 2023 |
| CAT Backhoe Loader 430 | Caterpillar | 430 | 2024 |
| CAT Backhoe Loader 420-07ST | Caterpillar | 420-07ST | 2023 |
| CAT Backhoe Loader 430-07ST | Caterpillar | 430 | 2024 |
| CAT Backhoe Loader 430-07 | Caterpillar | 430 | 2024 |
| Mavic 3 Enterprise Drone | DJI | Mavic 3 | 2024 |
| Allen AT14S Tracked Concrete Buggie | Allen | AT14S | 2019 |
| Multiquip Mayco C30HDGA 2" Grout | Multiquip | C30HDGA | |
| CP5250 Central 480V w/ Recycle Dust | C&W | CP5250 | 2024 |
| J & C Suppliers 6x12SA Enclosed Trailer | J & C Suppliers | 6x12SA | 2024 |
| Titanium Cargo Trailers 6x12SA Enclosed | Titanium Cargo | 6x12SA | 2024 |
| Seed Cargo 7x14A2 Enclosed Trailer | Seed Cargo | 7x14A2 | 2025 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2023 |
| Texas Pride Trailers 14K Dump Trailer | Texas Pride Trailers | 14K Dump Trailer | 2024 |
| CargoMate 7' x 14' V-Nose Enclosed | CargoMate | | 2023 |
| Ranch King 12' Utility Trailer | Ranch King | | 2023 |
| Ranch King 16' Utility Trailer | Ranch King | | 2023 |
| Ranch King 10' Utility Trailer | Ranch King | | 2023 |
| Stallion 12' Enclosed Trailer | Stallion | | 2023 |
| Stallion 14' Cargo Trailer | Stallion MFG | | 2023 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| AmeraTrail Cooling Trailer | AmeraTrail | | 2024 |
| Direct 53' Stepdeck Trailer | Direct | 53' Step Deck | 2016 |
| Ironbull 24' Flat Deck Utility Trailer | Norstar Trailers | | 2024 |

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| Diamond 14' Cargo Trailer | Diamond Cargo | | 2023 |
| Interstate Deckover 14k Trailer | Interstate | Deckover | 2024 |
| C&M 14k Flat Deck Trailer | C&M | | 2023 |
| 8' x 10' Ground Level Storage Container | CIMC-NSSC | 1AA-188B42G1G | 2003 |
| 8' x 10' Ground Level Storage Container | Qingado Container Co | | 2002 |
| Scheltzke RS 3000-HY Holding Tank | Scheltzke | RS 3000-HY | 2014 |
| NPT120 12,000 Gallon Water Tower | NPT | NPT120 | 2024 |
| NPT120 12,000 Gallon Water Tower | NPT | NPT120 | 2024 |
| Montabert V46SHD Hydraulic Breaker | Montabert | V46SHD | 2017 |
| Montabert SC-28 Hydraulic Breaker | Montabert | SC-28 | 2020 |
| Montabert SC-36 Hydraulic Breaker | Montabert | SC-36 | 2020 |
| Wanco WALi6K Light Tower | Wanco | WLTT-GMM | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT-4MM6K Light Tower | Wanco | WLTT-4MM6K | 2020 |
| Wanco WLTT Light Tower | Wanco | WLTT | 2021 |
| Wanco WLTT Light Tower | Wanco | WLTT | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Wanco WLTT-4MK106K Light Tower | Wanco | WLTT-4MK106K | 2021 |
| Ford Escape Titanium AWD (Magnetic | Ford | Escape | 2020 |
| Ford Escape Titanium AWD (White) | Ford | Escape | 2020 |
| 72"x120" HR Steel Road Plate (40) | Eddie Kane Steel | 6x10 | |
| 72"x144" HR Steel Road Plate (10) | Eddie Kane Steel | 6x12 | |
| Comacchio R2400 Rotary Head | R2400 | Comacchio | |
| CT36 Rotary Head | | | |
| R2400S Rotary Head | Comacchio | R2400S | |
| EuroDrill HD8021 Rotary Head | EuroDrill | HD8021 | |
| Bauer DKS 50/100 Dual Rotary Head | Bauer | DKS 50/100 | 2022 |
| Comacchio RH5500 Rotary Head | Comacchio | RH5500 | |
| Comacchio R5500 Rotary Head | Comacchio | R5500 | |
| EuroDrill HD8021 Rotary Head | EuroDrill | HD8021 | 2011 |
| Comacchio R2400S Rotary Head | Comacchio | R2400S | |

+ + NO TEXT ON THIS PAGE + +

12. In what manner have you inspected this proposed work?

Explain in detail.

Our representative inspected the job site of proposed work and carefully reviewed the plans and specifications.

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

Explain your plan and lay-out for performing the proposed work.

Posillico will provide and submit our plan and layout for performing this project in a timely and effecient manner.

13. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Chuck Forte, Jr.

14. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|
| Please see the attached | | | |

Posillico
We know how.

# CHARLES A. FORTE, JR.

**Posillico Civil, Inc.**
**Vice President, Paving Division Manager**

**Total Years of Experience**
27

**Years of Experience as Vice President, Paving Division Manager**
9

**Education**
BS Business Administration, Ohio State University, 1993

**Training**
OSHA 40 HR. HAZWOPER

OSHA 8 HR. Refresher

OSHA 30 HR

Annual H & S Review for Managers

Confined Space Safety

MTA/LIRR Roadway Protection Training

Excavation Competent Person Certification

G.H.S./Haz-Com Awareness Training

Asbestos Awareness Training

Pre-Task Planning Initiative

1 Call/Mark Out/811

Medically Cleared and Fit Tested for use of Respirator

AED/CPR

New Hire Orientation "Train the Trainer"

Office Hazard Awareness Training

**Vice President, Paving Division Manager, 2011-Present**

Mr. Forte is responsible for developing business plans for the paving division and soliciting new customers. He is currently bidding $275 million worth of paving work and has completed $75 million worth of paving work per year.

**Vice President, Director of Field Operations, 2002-2011**

Mr. Forte's responsibilities included the coordinated scheduling of over 250 union employees daily. He oversaw multiple job sites and assisted job scheduling with the project manager. In addition, he tracked job costs on all projects, managed equipment for all job sites, coordinated subcontractors and enforced company safety policies.

**Posillico Project Experience**

**Nassau County Phase 77, Resurfacing Various County Roads; Nassau County, NY; $13.4 Million; 06/2019-10/2019; Division Manager:** Completed this project in under 90 days to achieve an incentive on the job to finish early. Developed project schedules, and weekly meetings to coordinate subcontractors on job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving. Communicated with a citizen group to keep them informed of project. Owner: NCDPW.

**NYIT Stormwater Project; Old Westbury, NY; $4.5 Million; 07/2019-09/2019; Division Manager:** Installation of a storm trap system on the grounds of NYIT, rehabilitated parking lot. Coordinated with the administration for scheduling and completed project prior to students return to campus. Owner: NYIT.

**NYSDOT Reconstruction of Route 24; Nassau County, NY; $9.6 Million; Project Superintendent:** Supervised labor, equipment, subcontractors, and ordering of materials for the installation of drainage, curbs, sidewalks, milling, paving, and 18 intersections with new signal equipment. Coordinated the installation of over 25,000 linear feet of telephone conduit, and 16 telephone maintenance holes for Verizon, along the median of Route 24. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**MTA/LIRR Parking Lot Improvements; $2.4 Million; 03/2000-12/2000; Project Superintendent:** Coordinated improvements at four LIRR parking lots. Supervised and oversaw various subcontractors at all separate locations. Developed a project schedule, and weekly meetings with LIRR and a citizen group. Owner: MTA LIRR.

**NYSDOT Reconstruction of Route 25A; $6.3 Million; 04/1999-11/1999; Project Superintendent:** Developed project schedules, and weekly meetings to coordinate subcontractors on the job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving, and a precast concrete box culvert. Communicated with a citizen group to keep them informed of project. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**NYSDOT Reconstruction of Route 107; $5 Million; 05/1998-03/1999; Project Superintendent:** Joint venture with Scalamandre Construction. Supervised the

installation of 5,000+ linear feet of concrete median barrier, scheduled and coordinated excavation and concrete for over 1,500 cubic yards of calcium chloride patches. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

**Expansion of LIE HOV Lanes Exits 46-49; Nassau County, NY; 09/1995-05/1998; Assistant Superintendent:** Assisted in day-to-day scheduling of bridge demolition, pouring of new bridges, noise wall installation and other aspects of highway construction. Coordinated with NYSDOT and NCPD over various bridge demolitions over the LIE on weekends.

**Requirements Contract for Sanitary Sewers; 03/1994-09/1995; Assistant Superintendent:** Directed several crews in the replacement of existing sewers and oversaw the installation of a complex dewatering system.

# International Union of Operating Engineers

LOCAL UNIONS 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

NASSAU & SUFFOLK COUNTIES
137 Gazza Blvd, Farmingdale, N.Y. 11735

**JOHN DUFFY**
**BUSINESS MANAGER & TREASURER**

| WILLIAM K. DUFFY, JR. | JOHN J. DUFFY | ANTHONY MALIZIA | STEPHEN BARNETT |
|---|---|---|---|
| President | Vice President | Recording Corresponding Secretary | Financial Secretary |


**February 4, 2026**

**Nassau County, New York**
**Department of Public Works**

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
**Posillico Civil**

**Project: South Shore WRF Aeration Blower Facility**
**Contract No. S3512-06G**

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Posillico Civil,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

**FUND ADMINISTRATOR**
ANNALISA C. DEFALCO, ESQ.

**TRAINING DIRECTOR**
DENNIS J. FEENEY

**BOARD OF TRUSTEES**
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

January 29, 2026

Owner : Nassau County Department of Public Works
Description : South Shore WRF Aeration Blower Facility

Contract # : S35121-06G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered and approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsored by the Road and Heavy Construction Laborers' Union Local No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further confirm that Posillico Civil Inc. is a current signatory to the CBA with the Union for the period June 1, 2022, through May 31, 2026.

Any additional questions should be directed at my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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**
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd, Suite 700
Uniondale NY 11553

**CONTACT NAME:** Greggory Lettini
**PHONE (A/C, No, Ext):** 516-414-8278 **FAX (A/C, No):**
**E-MAIL ADDRESS:** greggory.lettini@alliant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Starr Indemnity & Liability Co | 38318 |
| INSURER B : Liberty Insurance Corporation | 42404 |
| INSURER C : LM Insurance Corporation | 33600 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** POSICIV-01
Posillico Civil, Inc.
1750 New Highway
Farmingdale NY 11735

**COVERAGES** **CERTIFICATE NUMBER:** [redacted] **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE | $ 3,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 3,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 6,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 6,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | Y | Y | [redacted] | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | Y | [redacted] | 4/1/2025 | 4/1/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

Evidence of Coverage

**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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15. 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.

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## GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Bidder: Posillico Civil, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.:

Federal ID No: [redacted]

Municipal License ID Number:

Municipal Licensing Agency:

By: _____ Date: 2/23/26
(Signature of Individual, Partner or Corporate Officer)

(Print): Michael J. Trotta Title: Vice President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary
Michael J. Posillico

(CORPORATE)
(SEAL)

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## 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 )

) ss.:

COUNTY OF )

_____Being duly sworn, deposes and says: That he/she 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 )

) ss.:

COUNTY OF )

_____Being duly sworn, deposes and says: That he/she is a member of _____, the firm described in and which executed the foregoing Bid; that he/she 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

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PROPOSAL

**GENERAL CONSTRUCTION**
**(Form of Affidavit where Bidder is a CORPORATION)**

STATE OF New York )

) ss.:

COUNTY OF Suffolk )

Michael J. Trotta Being duly sworn, deposes and says: That he/she resides at [redacted], that he/she is the Vice President of the corporation described in and which executed the foregoing instrument; that he/she 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/she affixed his name thereto by like order; and that he/she has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me

This 23 day of February 20 26.

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
My Commission Expires 5/10/20 27

MINDY RUBENSTEIN
PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
Commission Expires 5/10/20 27

Mindy Rubenstein
Notary Public

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# 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:** 2/23/26

**Signature:**

**Name:** Michael J. Trotta

**Title:** Vice President

**Contractor Name:** Posillico Civil, Inc.

**Contractor Address:** 1750 New Highway, Farmingdale, NY 11735

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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.

Michael J. Trotta, Vice President — 10/1/25

Name and Title of Authorized Representative — m/d/yy

Signature — 10/1/25 Date

Posillico Civil, Inc.

Name of Organization

1750 New Highway, Farmingdale, NY 11735

Address of Organization

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN**

## Part 1- General Information:

| | |
|---|---|
| Consultant/Contractor Name: | Posillico |
| Address (street/city/state/zip code): | 1750 New Highway Farmingdale NY 11735 |
| Authorized Representative (name/title): | James Gray / Wastewater Division Manager |
| Authorized Signature: | James W. Gray |
| Contract Number: | S35121-06G |
| Contract/Project Name: | South Shore Aeration |
| Contract/Project Description: | South Shore Aeration |

## Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | $99,639,000 | | |
| Total DBE Dollar Amount | $50,000 | DBE Contract Percentage | .05% |
| Total MBE Dollar Amount | $480,000 | MBE Contract Percentage | .48% |
| Total WBE Dollar Amount | $15,380,000 | WBE Contract Percentage | 15.43% |
| Total SDVOB Dollar Amount | 0 | SDVOB Contract Percentage | 0 |
| Total Combined M/WBE/SDVOB Dollar Amount | $15,910,000 | Combined M/WBE/SDVOB Contract Percentage | 15.96% |

**Part 3- DBE Information (use additional blank sheets as necessary):**

| DBE Firm | Description of Work (DBE) | Projected DBE Contract Amount ($) and Award Date | DBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: Divad Concrete<br>Address: PO Box 1179<br>City: Ronkonkoma<br>State/Zip Code:NY/11779<br>Authorize Representative:Steve<br>Telephone No. 631-588-4404 | Concrete Curb | Amount ($): $50,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 4- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: John Martinez<br>Address:112 Florida Drive<br>City: Farmingdale<br>State/Zip Code:NY/11735<br>Authorized Representative: Joe Sullo<br>Telephone No. 631-414-3378 | Trucking | Amount ($): $300,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: PCS Pump<br>Address:39 Plymouth St.<br>City: Fairfield<br>State/Zip Code:NJ/07004<br>Authorized Representative:Pete Tubone<br>Telephone No. 973-575-7464 | Instruments | Amount ($): $180,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 5- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name: Bohemia Gardens<br>Address: 321 Dante Court<br>City: Holbrook<br>State/Zip Code:NY/11741<br>Authorized Representative:Donna Defede<br>Telephone No. 631-580-3140 | Topsoil & Seed | Amount ($):<br>$30,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: International Asbestos Removal<br>Address:119 Cooper Street<br>City: Babylon<br>State/Zip Code: NY/11702<br>Authorized Representative: John<br>Telephone No.631-335-0304 | Pipe Insulation | Amount ($):<br>$600,000<br>Award Date: | Start Date:<br>Completion Date: |
| Name: JVR Electric<br>Address: 160 Gary Way<br>City:Ronkonkoma<br>State/Zip Code:NY/11779<br>Authorized Representative: Steve Lasala<br>Telephone No. 631-451-1226 | Electrical | Amount ($):<br>$14,750,000<br>Award Date: | Start Date:<br>Completion Date: |

**Part 6- SDVOB Information (use additional blank sheets as necessary):**

| SDVOB | Description of Work (SDVOB) | Projected SDVOB Contract Amount ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

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**<br>**1194 Prospect Avenue**<br>**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<br>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 |
| | | |
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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.<br>29-39 49th St. Astoria NY 11103<br>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<br>Queensbridge Houses North - 47 elevators<br>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<br>Tom Lambe 212-227-0784<br>8 elevators |
| | 5160 | 100 | New York City Housing Authority<br>McKinley Houses - 10 elevators<br>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

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 ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

NO TEXT ON THIS PAGE

## 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:

**NO TEXT ON THIS PAGE**

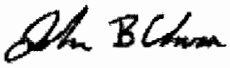
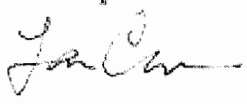
# APPENDIX X

## BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

# NASSAU COUNTY

# Vendor Code of Ethics

| POLICY/PROCEDURE TITLE:<br>Nassau County Vendor Code of Ethics | DATE ISSUED:<br>June 5th, 2019 |
|---|---|
| DEPARTMENT ISSUING:<br>Executive – Compliance | AUTHORIZED and SIGNED BY:<br>  <br>Deputy County Executive<br>For Compliance<br>  <br>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.

Vendor Code of Ethics

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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

# ELEVATOR CONTRACTOR'S LICENSE

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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

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**

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:
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.

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, 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**

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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?<br>• Employee / Man Hours<br>• 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?<br>• Labor<br>• 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<br>Queensbridge Houses North - 47 elevators<br>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<br>Tom Lambe 212-227-0784<br>8 elevators |
| [redacted] | 5160 | 100 | New York City Housing Authority<br>McKinley Houses - 10 elevators<br>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

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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 ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

Certified: --

**B-14-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
12:12 PM

## NIFS ID: B90400-05G

Capital: **X**

Contract ID #: **B90400-05G**
NIFS Entry Date:
DPW Contract Number: **B90400-05G**

## Department: Public Works

Service: **Building Construction Requirements-General Construction-B90400-05G-B14-26**
Term: **Two (2) year contract from 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: **E&A RESTORATION INC.**<br>DBA: **E&A CONSTRUCTION** | ID#:**113579414** |
| Main Address: **130 Crossways Park Drive, Suite 101 Woodbury, NY 11797** | |
| Main Contact: **Jenny Sakalis** | |
| Main Phone: **(516) 921-7030** | |

| **Department:** |
|---|
| Contact Name: **Valiant Yeung** |
| Address: **NCDPW**<br>**1194 Prospect Avenue**<br>**Westbury, NY 11590** |
| Phone: **(516) 571-6881** |
| Email: **vyeung@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,jneuman@nassaucountyny.gov** |

# Contract Summary

**Purpose:** This is for On-Call General Construction Work on County Owned Buildings, General Construction Projects, required to respond in emergency situations which are outside the capabilities of DPW's Facilities Management in-house crews.

**Procurement History:** This contract was advertised for bid in New York Post, NYS Contract Reporter and Nassau County Solicitation Board on February 4, 2026. Bids were opened on March 10, 2026. Five bids were received, three were responsible. LoDuca Associates and Avid NYC Corp. were both deemed non-responsive due to non-participation in the required union apprenticeship programs. E & A Restoration was the lowest responsible bidder.

**Description of General Provisions:** This is a single prime contract with a two (2) year duration (and the option to renew for another two years), with payments based on time and materials expended plus the contractor's mark-up of 40% on Labor and 11%

on Materials.

**Impact on Funding / Price Analysis:** Funding for this contract comes from multiple sources. The estimated expenditures under this contract are $10,000,000.00. Initial encumbrance is in the amount of $1,000,000 funded from capital project 90400.

**Change in Contract from Prior Procurement:** New Procurement.

**Method of Source Selection:**

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: B90400-05G

Advertised On: 02/04/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 03/10/2026

Number of bids received: 5

**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 | 00004 | PWCAPCAP 00004 90400 000 | 01 | $1,000,000.00 |
| Project Number 90400<br>Project Detail 000 | | | | | | | | |
| | | | | | | **TOTAL** | | **$1,000,000.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $1,000,000.00 |
| Other | $0.00 |
| **Total** | **$1,000,000.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Kobel | 06/26/2026 12:25PM | Approved |
| NIFS Final Approval | Loretta Dionisio | 06/26/2026 12:33PM | Approved |
| Final Approval | Loretta Dionisio | 06/26/2026 12:33PM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Loretta Dionisio | 06/26/2026 12:33PM | Approved |
| Final Approval | Loretta Dionisio | 06/26/2026 12:33PM | Approved |
| **County Attorney** | | | |
| RE & Insurance Verification | Kemely Weiss | 07/01/2026 02:53PM | Approved |
| Approval as to Form | Kemely Weiss | 07/01/2026 02:53PM | Approved |
| NIFS Approval | Mary Nori | 07/01/2026 04:36PM | Approved |
| Final Approval | Mary Nori | 07/01/2026 04:36PM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 06/26/2026 01:11PM | Approved |
| NIFA Approval | Christopher Nolan | 06/29/2026 05:58PM | Approved |
| Final Approval | Christopher Nolan | 06/29/2026 05:58PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Benjamin Fischer | 07/01/2026 05:22PM | Approved |
| DCE Compliance Approval | Robert Cleary | 07/03/2026 12:56PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/06/2026 11:37AM | Approved |
| Final Approval | Arthur Walsh | 07/06/2026 11:37AM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 07/06/2026 11:54AM | 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 |

# B14-26

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 E & A RESTORATION, 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 B90400-05G, for BUILDING CONSTRUCTION REQUIREMENTS CONTRACT – GENERAL CONSTRUCTION, 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 Department is representing to the Rules Committee that the term of this requirements contract is two (2) years, with the Department's option to extend the term of the Contract for an additional two (2) year period for a total Contract term of four (4) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Commissioner of the Department, is $ 10,000,000.00.

WHEREAS, the firm of E & A RESTORATION, INC.

["Vendor"] has submitted the lowest responsible comparison 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 recommending to the Rules Committee that the contract be awarded to the vendor; 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 E & A Restoration Inc. 130 Crossways Park Drive, Suite 101, Woodbury, NY 11797

as Principal; and Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 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

Two Hundred Thousand & ---------- 00/100 dollars ($ 200,000.00 ---------- ) 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 4th day of March, 20 26

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. B90400-05G for the

Building Construction Requirements Contract - General Construction - Various Locations in Nassau County, New York

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.

E & A Restoration Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
Jenny Sakalis, President
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Philadelphia Indemnity Insurance Company
Surety

by _____ (L.S.)
Title of Officer Richard K. Kainz, Attorney-in-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer Fred Nash Roe, Attorney-in-Fact

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York )

)

ss.:
COUNTY OF Nassau )

On this 6th day of March , 20 26 , before me personally came Jenny Sakalis to me known, who, being by me duly sworn, did depose and say for herself, that she resides in [redacted] that she is the president of the E&A Restoration 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

AMANDA DECRESCITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE0027949
Qualified in Nassau County
My Commission Expires 08-15-2028

(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 NASSAU )

On this 4th day of March , 20 26 , before me personally came Richard K. Kainz 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 Philadelphia Indemnity Insurance Company , 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 Attorney-in-Fact further said that he is acquainted with Fred Nash Roe and knows him to be the Attorney-in-Fact of said company; that the signature of the said Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Attorney-in-Fact and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Attorney-in-Fact .

Notary Public

DANIEL MACKEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6426986
Qualified in Putnam County
My Commission Expires: 12/20/2029

NO TEXT ON THIS PAGE

## POWER OF ATTORNEY

**ATTENTION:** Insert the "Power of Attorney" after this page in with your bid submission.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John E. Roe Jr., Richard K. Kainz, Fred Nash Roe, Hayden Fries, of Acrisure LLC, d/b/a City Underwriting Agency,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed
**$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

.In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of March, 2026.

Angelique Cooper, Corporate Secretary
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

NO TEXT ON THIS PAGE

## FINANCIAL STATEMENT

**ATTENTION:** Insert the "Financial Statement" after this page in with your bid submission.

# PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

| Admitted Assets | As of December 31, 2024 | 2023 |
|---|---|---|
| Bonds (fair value $9,153,035 and $8,720,743) | $ 9,774,560 | $ 9,263,769 |
| Preferred stocks (fair value $6,762 and $8,060) | 6,762 | 8,060 |
| Common stocks (cost $17,100 and $18,727) | 20,298 | 21,946 |
| Mortgage loans | 980,210 | 1,060,940 |
| Real estate | 45,943 | 21,033 |
| Derivatives | 3,552 | - |
| Other invested assets (cost $219,302 and $201,673) | 229,008 | 226,716 |
| Receivables for securities sold | 329 | 4,072 |
| Cash, cash equivalents and short-term investments | 176,533 | 147,539 |
| Cash and invested assets | 11,237,195 | 10,754,075 |
| Premiums receivable, agents' balances and other receivables | 1,166,132 | 1,108,771 |
| Reinsurance recoverable on paid loss and loss adjustment expenses | 63,067 | 57,589 |
| Accrued investment income | 94,377 | 93,350 |
| Receivable from affiliates | 6,240 | 7,123 |
| Federal income taxes receivable | 8,824 | - |
| Net deferred tax assets | 168,818 | 162,612 |
| Other assets | 19,448 | 11,103 |
| Total admitted assets | $ 12,764,101 | $ 12,194,623 |

| Liabilities and Capital and Surplus | | |
|---|---|---|
| Liabilities: | | |
| Unpaid loss and loss adjustment expenses | $ 6,059,913 | $ 5,797,285 |
| Unearned premiums | 1,990,597 | 1,887,004 |
| Reinsurance payable on paid loss and loss adjustment expenses | 39,877 | 35,204 |
| Federal income taxes payable | - | 2,352 |
| Ceded reinsurance premiums payable | 183,308 | 152,393 |
| Commissions payable, contingent commissions and other similar charges | 310,107 | 298,124 |
| Funds held | 147,288 | 96,542 |
| Payable to affiliates | 20,596 | 20,862 |
| Provision for reinsurance | 78 | 295 |
| Payable for securities purchased | 9,021 | 12,957 |
| Accrued expenses and other liabilities | 54,505 | 62,438 |
| Total liabilities | 8,815,290 | 8,365,456 |
| Capital: | | |
| Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding | 4,500 | 4,500 |
| Surplus: | | |
| Gross paid-in and contributed surplus | 386,071 | 386,071 |
| Unassigned surplus | 3,558,240 | 3,438,596 |
| Total surplus | 3,944,311 | 3,824,667 |
| Total capital and surplus | 3,948,811 | 3,829,167 |
| Total liabilities and capital and surplus | $ 12,764,101 | $ 12,194,623 |

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member, Pennsylvania Association of Notaries

Karen Gilmer-Paciello, EVP & CFO

Sworn to before me this 3rd day of June 2025.

Kimberly Kessleski, Notary

NO TEXT ON THIS PAGE

## CERTIFICATE OF SOLVENCY

**ATTENTION**: Insert the "Certificate of Solvency" after this page in with your bid submission.

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Philadelphia Indemnity Insurance Company
of Bala Cynwyd, Pennsylvania

a corporation organized under the laws of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $4,055,189,152. (Capital $4,500,000), as is shown by its sworn financial statement for the quarter ending, March 31, 2025, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 18th day of July, 2025.

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

NO TEXT ON THIS PAGE

## PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

**PROPOSAL**

FOR

# BUILDING CONSTRUCTION REQUIREMENTS CONTRACT
# GENERAL CONSTRUCTION
# VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

**CONTRACT NO.: B90400-05G**

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: E&A RESTORATION INC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 130 CROSSWAYS PARK DRIVE, SUITE 101 WOODBURY, NY 11797

Telephone: 516-921-7030 Date: 03/09/2026

Fax Tel.: 516-921-0259 E-MAIL: INFO@EARESTORATION.COM

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS: N/A

| Name of Partners | Residence of Partners |
|---|---|
| | |
| | |

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NEW YORK

Name of President: JENNY SAKALIS

President's Domicile: 66 CALVIN AVENUE SYOSSET NY 11791

Name of Vice President: N/A

Vice President's Domicile: N/A

Corporate Officer: ANTONIOS VOURNOU Title: CEO

Corporate Officer's Domicile: 77 MEADOWBROOK RD SYOSSET, NY 11791

Corporate Officer: N/A Title: N/A

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

## PROPOSAL

## CONTRACT NO. B90400-05G

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For all work in accordance with the contract documents:

I. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of 40% (percentage amount in numbers)

Percentage figure must be written in words:

FORTY PERCENT

II. Material Direct Cost Expense plus an Overhead and Profit percentage of 11% (percentage amount in numbers)

Percentage figure must be written in words:

ELEVEN PERCENT

**BASIS OF AWARD:** Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

| | |
|---|---|
| Labor: | Seventy-five (75) percent |
| Material: | Twenty-five (25) percent |

**NOTES:**

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

**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 |
|---|---|---|
| | AS PER CONTRACT DOCUMENTS | |
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* VNKNOWN UNTIL PROSECT IS IDENTIFIED AND SPECIFIC SCOPE IS IDENTIFIED.

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

E&A RESTORATION INC

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: [redacted]

Municipal Licensing Agency: NASSAU COUNTY CONSUMER AFFAIRS

By: [signature] Date: 03/09/2026

(Print): JENNY SAKALIS Title: PRESIDENT

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [signature]
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) N/A

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) N/A

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 )

JENNY SAKALIS Being duly sworn, deposes and says: That he resides at [redacted] that he is the PRESIDENT 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 9TH day of MARCH 20 26.

Notary Public

PETER BASILE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01BA0006756
Qualified In Nassau County
Commission Expires April 28, 2027

NO TEXT ON THIS PAGE

PETER BASILE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01PA6006750
Qualified In Nassau County
Commission Expires April 28, 2027

## 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:** 03/09/2026

**Signature:** Jenny Sakalis

**Name:** JENNY SAKALIS

**Title:** PRESIDENT

**Contractor Name:** E&A RESTORATION INC

**Contractor Address:** 130 CROSSWAYS PARK DRIVE, SUITE 101

WOODBURY, NY 11797

NO TEXT ON THIS PAGE

NOT APPLICABLE ON CALL CONTRACT

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. B90400-05G

**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<br>Federal ID No.: | Project Description (Project Title, Facility Name and Address): | Bid Date: | Total Contract Amt: |
|---|---|---|---|
| E&A RESTORATION INC<br>130 CROSSWAYS PARK DR, SUITE 101<br>WOODBURY, NY 11797 | NASSAU COUNTY REQUIREMENTS CONTRACT NO. B90400-05G | 03/10/26 | |

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: PRESIDENT Date: 02/09/2026

**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:

✓ **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.

Signature/Date 3/9/26

JENNY SAKALIS / PRESIDENT
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 ✓

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) E&A RESTORATION 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? 26

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 26

   b. as a Subcontractor 26

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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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. NONE

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.
NONE

10. In what other lines of business are you financially interested?
REAL ESTATE

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 |
|---|---|---|---|---|
| SEE ATTACHED | | | | |

(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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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. AGREED

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.

NONE MORTGAGED AT THIS TIME

(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.

THIS IS AN ON CALL CONTRACT, LOCATIONS NOT KNOWN AT THIS TIME.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

AS PER OWNERS CONTRACT DOCUMENTS

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.

SEE ATTACHED

17. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|

SEE ATTACHED

**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 )

JENNY SAKALIS Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of SYOSSET, NY 11791 that he is the PRESIDENT of
E&A RESTORATION INC
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 9TH day of MARCH , 2026 .

Notary

(Form of Affidavit where Bidder is a firm) N/A

PETER BASILE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01BA0006756
Qualified in Nassau County
Commission Expires April 28, 2027

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) N/A

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**

PETER CASALE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01CA6009790
Qualified In Nassau County
Commission Expires April 28, 2027

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

**JENNY SAKALIS**
***PRESIDENT OF E&A CONSTRUCTION***

---

**Education**

*Long Island University/CW Post, MS, 2000-2002*

*Hofstra University, BA, 1996-2000*

*Years With This Firm: 23*

**Professional Profile**

Jenny Sakalis has been working for E & A since its inception in 2000. She is the backbone of the organization, serving in every administrative managerial position over the years. Often many roles at one time.

Her extensive management and construction experience, coupled with her hard work, effort, dedication, and courage over the years has led to the success of the company and her current position of President.

**Experience**

**E&A Construction**

**2000 – 2023 - E&A Construction - PRESIDENT**

- Company leader responsible for strategic planning
- Oversees efficiency and performance
- Oversees business development and human resources
- Maintains the Company's vision, values, and ethics
- Manages the company's finances and budget
- Leads and directs the executive team
- Leads and evaluates all other officers, managers, and employees
- Negotiates purchase agreements for equipment and supplies
- Reviews all contracts, subcontracts, insurances, bonds, employee medical benefits and fringes, profit-sharing plans, and vendor purchase orders for accuracy and efficacy

Over the years Jenny has served as a senior in the following positions for E&A:

- Owner's Representative
- Office Manager
- Human Resources Manager
- Finance Manager
- Office Administrator

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# ANTONIOS VOURNOU
## CEO OF E&A CONSTRUCTION

**Education**

NYIT, BS, Architectural Technology

*Years With This Firm: 23*

**Professional Profile**

Antonios has over 20 years' experience in aspects of general construction and construction management. He has served at every level of construction work from an early age to recently becoming the CEO of E&A. He is an energetic, highly motivated individual, who leads by example.

**Experience**

**E&A Construction, CEO**

**E&A Construction, Project Executive**

**E&A Construction, Project Manager**

**E&A Construction, Carpenter**

Antonios has been working for E & A Construction since its inception in 2000. He has served in numerous positions and has excelled in ascending to his current position. During his tenure he has completed projects ahead of schedule and within budget.
On all Nassau and Suffolk County projects the client and County Executive have specifically asked for his involvement. This is a direct testament to his dedication and commitment to excellence on all projects E&A performs.
His industrious manner and ability to get a job done in a timely, accurate manner inspires great trust and confidence in others, which motivates all involved to succeed. He has personally managed projects over $100M in his term as the Project Executive for this firm. Previous projects completed include:

1. Nassau County Police Training & Intelligence Center
2. Nassau County Emergency Requirements Contracts
3. Nassau County Public Safety Center
4. Suffolk County Community College
5. National Parks Landmark Theodore Roosevelt Residence
6. MTA (Metropolitan Transportation Authority) Long Island Bus Depot

Currently wrapping up:

1. 253 Broadway, NYC DDC project
2. Nassau County Matrimonial Courthouse, NCDPW project
3. PSEG LI 10 Story Building Demolition

Additionally, Mr. Vournou has managed numerous projects on Schools, Landmark Facilities, Municipalities, Fire Houses and Police Stations, and every conceivable institutional type of facility from Court Houses to Libraries.

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# *JOHN P. O'DONNELL JR.*

***SENIOR SUPERINTENDENT***
***CONSTRUCTION PROJECT MANAGER***

## Education

***Cape Cod Community College,*** *Associate in Construction Management & Technology*

***4 Year Carpenter Apprentice Program***

**Licenses/Registrations**

*-62 hour Site Safety Training*
*- 40 hour Site Safety Manager*
*-OSHA Life and Health Training*
*-Confined Space Training*
*-Qualified Compliance Inspector of Storm Water*
*-Long Island Railroad, Roadway Worker Protection Training*

*Years With This Firm: 8*
*Years With Other Firms: 23*

## Professional Profile

John has over thirty years of construction experience. He is a seasoned Superintendent and construction project manager who has overseen projects small and large for public agencies, institutions, and government entities. John's biggest strength is in delivering high quality work on time while maintaining budgets and a safe work environment. His excellent problem solving and coordination skills, scheduling experience and ability to work closely with subcontractors and clients make him a great asset.

## Experience

**2015 – Present E&A Construction**
**Senior Superintendent and Construction Project Manager**

- Nassau County – New Police Academy for Training & Intelligence
- Nassau County – Job Order Emergency Requirements Contract
- New York City Department of Design & Construction - Retrofit Horizon Juvenile Detention Facility Project

**1992- 2015**
**Fortunato Sons Contracting, Project Superintendent**

Project Superintendent responsible for the following projects:

- Roosevelt High School New Construction of Library and Gymnasium, $35M
- LIRR Babylon Station Train Wash Facility and Track Replacement, $25M
- Westhampton Beach High School New Construction of Two-Story Classroom and State of the Art Theater and Music Wing, $25M
- Long Island Railroad (LIRR) Wantagh Station Platform Replacement, $24M
- SUNY Stony Brook Prichard Pool Renovation, $8M
- US (United States) Department of Transportation, Federal Aviation Administration, Northeast Regional Center Construction of Security Building, Mechanical Upgrades
- Smithtown Middle School New Construction of Music Wing and Gymnasium, Renovations
- William Floyd Elementary School New Construction Classroom Wing
- LIRR Garden City Station Construction Storage Facility
- Assistant Superintendent responsible for the following projects:
    - LIRR Port Jefferson Station Construction of Ten Track Train Yard
    - LIRR Hempstead Station Train Platform and Track Replacement
- Carpenter Foreman for the following projects:
    - Pilgrim State Psychiatric Hospital Building Renovations
    - Grumman Aerospace Corp. Calverton Hangar Construction

**Nastasi White, Carpenter**

- Computer Associates Construction of Headquarters
- St. Charles Hospital New Construction

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# *Projects In Progress*

**Nassau County Matrimonial Court**

Location: Nassau County, NY
Owner: Nassau County Dept of Public Works
Contract Amount: [redacted]
Contract Award: 3/30/20
Contract No. B90632-02G
Contact: Joseph Amerigo
(516) 571-6804
% Completed: 96
Est. Completion: 6/2026

**253 Broadway Landmark's Space Renovation**

Location: New York, NY
Owner: NYC Department of Design & Construction
Contract Amount: [redacted]
Contract Award: 3/30/16
Contract No. 20161423374
Contact: Mark Forrester
(917)-417-4133
% Completed: 99
Est. Completion: 09/2026

**Nassau County Building Construction Requirements, General Construction**

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: TNE [redacted]
Contract Award: 06/23/22
Contract No. B9040003GR
Contact: Michael Puleo
(516) 571-6917
% Completed: 30
Est. Completion: 4/2027

**Nassau County Correctional Center-Remedial Repairs to the 832 Building-Emergency**

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: [redacted]
Contract Award: 01/11/2024
Contract No. B51037-02G
Contact: Sgt Pete Capel, Head of Sheriff's Dept Maintenance Division, (516) 941-7012
% Completed: 83
Est. Completion: 6/2026

**NYPD Bomb Squad Building Reconstruction**

Location: Rodmans Neck, NY
Owner: NYC Dept of Design and Construction
Contract Amount: [redacted]
Contract Award: 01/29/2024
Contract No. 20241408657
Contact: Kevin Arscot
(718) 391-1364
% Completed: 54
Est. Completion: 05/2026

**Nassau County Family Justice Center**

Location: Nassau County, NY
Contract No. B90632-03GR

Owner: Nassau County Dept. Of Public Works

Contract Amount: [redacted]
Contract Award: 10/9/2024

Contact: Joseph Amerigo
(516) 571-6804
% Completed: 23%
Est. Completion: 5/2026

**NCC Culinary Arts Completion**

Location: Nassau County, NY
Owner: Everest Reinsurance Company

Contract Amount: [redacted]
Contract Award: 1/30/25

Contract No. B70106G
Contact: Cashin Spinelli
(631) 737-9170
% Completed: 2
Est. Completion: 10/2026

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# Projects Completed

**PSEG Glenwood**
Location: Glen Cove, NY
Contract No.
Owner: PSEG
Construction Cost: [redacted]
Contract Award: 4/1/21
Completed: 2023

**Nassau County Police Center for Training and Intelligence**
Location: Garden City, NY
Contract No.B90230P03G

Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804C

Construction Cost: [redacted]

Contract Award: 8/1/19
Completed: 2022

**Secure Detention for HORIZONS Juvenile Interim Facility**

Location: Bronx, NY
Contract No. JJFACREN

Owner: NYC Department of Design & Construction, Anton Dolce 917-559-8286
Construction Cost: [redacted]

Contract Award: 2/2/18
Completed: 2019

**211 E.70th Street**
Location: Manhattan, NY
Contract No.321702+321601
Owner: Rudin Management, Paul Mandel 212-407-2504
Construction Cost: [redacted]
Contract Award: 11/04/16
Completed: 2019

**Dormitory Renovations to Yaphank Correctional Facility**
Location: Yaphank, NY
Contract No. N/A
Owner: Suffolk County Department of Public Works, Jay Abbott 631-852-4242
Construction Cost: [redacted]
Contract Award: 1/20/15
Completed: 2018

**Nassau County Public Safety Center Phase III, Forensics Lab**
Location: Westbury, NY
Contract No.B90230P03G
Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804

Construction Cost: [redacted]

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Contract Award: 12/16/13 Completed: 2018

**Nassau Community College, Student Services Center**
Location: Garden City, NY Contract No. B7008901G
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: [redacted]
Contract Award: 11/3/14 Completed: 2017

**Nassau Community College, On Call General Contractor**
Location: Garden City, NY Contract No. CY98-113010-0946
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: [redacted]
Contract Award: 2/17/11 Completed: 2016

**Building Construction Requirements Contract, General Contractor**
Location: Various Locations, Nassau County, NY Contract No. B9040002G
Owner: County of Nassau, Michael Puleo 516-571-6917
Construction Cost: [redacted]
Contract Award: 8/1/12 Completed: 2016

**Hempstead House Lintel Replacement & Window Rehabilitation**
Sands Point, NY Contract No.B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: [redacted]
Contract Award: 11/25/13 Completed: 2015

**Rehabilitation of Sagamore Hill, National Historic Site**
Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: [redacted]
Contract Award: 8/29/12 Completed: 2014

**Riverhead Building Renovation, Suffolk Community College**
Ammerman Campus, Selden, NY Contract No.CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445

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Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: [redacted]
Contract Award: 3/21/13 Completed: 2014

**Alterations to Criminal Court Building**
Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: [redacted] Completed: 2014
Contract Award: 8/26/13

**Plaza Deck Restoration, Phase II, Nassau Community College**
Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: [redacted]
Contract Award: 6/13/11 Completed: 2014

**Installation of Fire Sprinkler, Deepwells Mansion**
Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631)852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: [redacted]
Contract Award: 11/29/12 Completed: 2014

**Locker Room Rehabilitation, Long Beach Recreation Center**
Long Beach, NY Contract No. 00082907-00
Owner: City of Long Beach (516) 431-1011
Architect: LK McLean Assoc, P.C. (631) 286-8668
Construction Cost: [redacted]
Contract Award: 3/21/13 Completed: 2013

**Masonry Restoration for Exterior of City Hall**
Long Beach, NY Contract No.00082347-00
Owner: City of Long Beach (516) 431-1011
Architect: LK McLean Assoc, P.C. (631) 286-8668
Construction Cost: [redacted]
Contract Award: 3/19/13 Completed: 2013

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**North Bellmore UFSD, Bond Issue Related Capital Improvement Program, Phase II**
North Bellmore, NY — Contract No. Contract No. 2
Owner: North Bellmore Union Free School District
Architect: John A. Grillo, Architect PC
Construction Cost: [redacted] — Completed: 2012

**Wastewater Facilities, Requirements Contract**
Various Locations, Nassau County, NY — Contract No. S35900G
Owner: County of Nassau
Construction Cost: [redacted] — Completed: 2012

**Public Safety Center**
Nassau County, NY — Contract No. B90230PG
Owner: County of Nassau
Architect: Paul DeSilva
Construction Cost: [redacted] — Completed: 2011

**Rehabilitation of New York Ave. Pump Station**
Long Beach, NY — Contract No. G-01
Owner: City of Long Beach
Architect: Dvirka & Bartilucci
Construction Cost: [redacted] — Completed: 2011

**Nassau BOCES, Vertical ADA Lifts**
Westbury, NY — Contract No. SED No. 28-90-00-00-0-030-021
Owner: Nassau BOCES
Architect: H2M Group
Construction Cost: [redacted] — Completed: 2012

**Nassau County Requirements Contract**
Nassau County, NY — Contract No. B9040001G
Owner: County of Nassau — Completed: 2011
Architect: In-House Nassau County
Construction Cost: [redacted]

**Nassau County Requirements Contract**
Nassau County, NY — Contract No. B90965G
Owner: County of Nassau — Completed: 2011
Architect: In-House Nassau County
Construction Cost: [redacted]

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**Copiague Memorial Public Library 2009/2010 Capital Improvement Program**
Copiague, NY — SED No.: 58-01-05-03-6-007-005
Owner: Copiague Memorial Public Library — Completed: 2011
Architect: John A. Grillo, Architect, P.C.
Construction Cost: [redacted]

**TOBAY Beach Ocean Pavilion Improvements**
Massapequa, NY — Contract No. DP-10-040 PHASE I
Owner: Town of Oyster Bay — Completed: 2011
Architect: David Swift, LLC
Construction Cost: [redacted]

**Renovation to Hose Co. No. 2** — Contract No. 10-005
Owner: Baldwin Fire District — Completed: 2011
Architect: H2M Group
Construction Cost: [redacted]

**Emergency Repair of Existing Stucco Wall** Contract No. 10-022
Owner: South Hempstead Fire District — Completed: 2011
Architect: Frank G. Relf
Construction Cost: [redacted]

**HVAC Replacement & Ceiling System Replacement** Contract No. 1
Owner: East Meadow Fire District — Completed: 2011
Architect: Frank G. Relf
Construction Cost: [redacted]

**Main Facility Additions & Alterations to Main Fire House Facility**
**Brentwood Fire District (Ceramic Tile)**
Owner: Brentwood Fire District — Contract No. 0515.10B
Architect: Martin F. Sendlewski — Completed: 2010
Construction Cost: [redacted]

**Nassau County Requirements Contract**
Nassau County, NY — Contract No. B90964G
Owner: County of Nassau
Architect: In-House Nassau County
Construction Cost: [redacted]

**Trafelet Residence for J.E. O'Donnell Construction**

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Old Brookville, NY
Owner: Mr. & Mrs. Trafelet — Completed: 2009
Architect: Ferguson & Shamamian Architects
Construction Cost: [redacted]

**Elevator Installation**
Holocaust Museum & Tolerance Center — Contract No. B9098102R
Owner: County of Nassau — Completed: 2009
Architect: David Swift, Architect
Construction Cost: [redacted]

**Holocaust Museum and Tolerance Center**
Welwyn Preserve — Contract No. B4186101G
Construction Cost: [redacted] — Completed: 2009
Owner: County of Nassau/ Marlene Osroff (516) 639-2111
Architect: David Swift

**Para Transit Facility Modifications, Phase II**
Stewart Ave., Garden City, NY — Contract No. E-3565/PO#M02794
Construction Cost: [redacted] — Completed: 2009
Owner: MTA/LI Bus (516) 542-0100
Architect: Stone Webster

**Police and Fire Communications Center, Phase I Structural Modification**
Prospect Ave., Westbury, NY — Contract No. B90230201G
Construction Cost: [redacted] — Completed: 2008
Owner: County of Nassau
Architect: Swanke Hayden Connell Architects/Paul DeSilva (212) 219-6670

**Wantagh Middle and High Schools Masonry Reconstruction**
Wantagh Union Free School District — Contract No. 2
Construction Cost: [redacted] — Completed: 2008
Owner: Wantagh Union Free School District
Architect: John A. Grillo, Architect (631) 476-2161

**Rehabilitation of Roofs**
**Various Nassau County Buildings** — Contract No. B9061803G
Construction Cost: [redacted] — Completed: 2008
Owner: County of Nassau/Michael Puleo (516) 571-6917
Architect: In-House Nassau County

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**ADA Title II Compliance**
**Various Nassau County Buildings** Contract No. B90918015G
Construction Cost: [redacted] Completed: 2008
Owner: County of Nassau/Rabinder Bhamra (516) 571-6972
Architect: David Swift (631) 351-5700
Inspector: Andy Filardo (516) 817-4374

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90963G
Construction Cost: [redacted] Completed: 2007
Owner: County of Nassau/ Michael Puleo (516) 571-6917
Architect: In-House Nassau County
Inspector: Andy Filardo (516) 817-4374

**HVAC and Electrical Improvements for the Vanderbilt Museum, Phase II**
**Centerport, NY**
Capital Project No. 7443/7445, Contract 1G
Construction Cost: [redacted] Completed: 2007
Owner: Suffolk County Dept. of Public Works/ James Ingenito (631) 852-4690
Architect: In-House Suffolk County

**Notre Dame Parish Misc. Work to Rectory**
Construction Cost: [redacted] Completed: 2007
Owner: Diocese of Rockville Center/ Tom DeFrancisci (516) 352-7203

**Sterling Glen of Roslyn**
**Roslyn, NY**
Construction Cost: [redacted] Completed: 2007
Owner: Sterling Glen
General Contractor: Kajima Building Corp./ Pat Caputti (914) 906-7583

**West Babylon Public Library**
Construction Cost: [redacted] Completed: 2007
Architect: Beatty, Harvey & Associates / J. Kent Howie (631) 208-9655
Owner: West Babylon Public Library (631) 669-6539

**Masonry & Roof Repairs to Church of Notre Dame**
**New Hyde Park, NY**
Construction Cost: [redacted] Completed: 2007

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Architect: LAS Associates, Architects/ Lee Sagistano/Doris Armitage (516) 364-8150
Owner: Diocese of Rockville Centre (516) 678-5800

**Interior Alterations and Renovation to Headquarters**
**Huntington Manor Fire District**
Construction Cost: [redacted] Completed: 2007
Architect: Frank G. Relf, Architect P.C./Frank Relf/Will Quintanilla (631) 271-4432
Owner: Huntington Manor Fire District
Owner's Representative: Vincent Bifano (631) 427-1629

**Portico Restoration, Old County Courthouse**
Nassau County, NY Contract No. B90230102G
Construction Cost: [redacted] Completed: 2007
Architect: John G. Waitte Associates
Owner: County of Nassau
Owner's Representative: Frank Stabile (516) 571-6812
CM: Greyhawk/Jacobs Carter Burgess/ Nick Pappas (516)639-2607/ Gus Xenakis (516)281-4246

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90962G
Construction Cost: [redacted] Completed: 2005
Architect: In-House Nassau County
Owner's Representative: Andy Filardo (516) 817-4374

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90961G
Construction Cost: [redacted] Completed: 2005
Architect: In-House Nassau County
Owner's Representative: Andy Filardo (516) 817-4374

**Roof Rehabilitation**
Various Nassau County Buildings, NY Contract No. B9061802G
Construction Cost: [redacted] Completed: 2006
Architect: In-House Nassau County
Owner: County of Nassau
Owner's Representative: Michael Puleo (516) 571-6917
CM: Hirani/ Lawson Christian (516) 850-0620

**Additions & Alterations to Substation**

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**Centereach Fire District**
No. Howell Ave., Centereach, NY — Contract No. CRFD-0401
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Jennifer Curtin/Dan Tanzi (631) 756-8000
Owner: Centereach Fire District
Owner's Representative: Commissioner D'Onforio (631) 588-8652

**The New Cold Spring Harbor Library and Environmental Center**
Rte.25A, Cold Spring Harbor, NY — Contract No. 9273
Construction Cost: [redacted] — Completed: 2006
Architect: Beatty, Harvey & Associates, LLP
Owner: Cold Spring Harbor Library
Owner's Representative: Sullivan & Nickel Construction (631) 738-7750
John McCort cell (516) 330-9373

**Kitchen Renovations at Headquarters**
Copiague Fire District — Contract No. G-G.C.- CPFD 05-02
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Joe Mottola (631) 756-8000
Owner: Copiague Fire District
Owner's Representative: Bobby (516) 852-2524

**Art/Technology Classroom Renovation**
Baldwin Middle School — SED No.28-02-10-03-0-012-018
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Saverio Belfiore (631) 756-8000
Owner: Baldwin Union Free School District

**2005/2006 Capital Improvements, Hicksville Union Free School District**
**Burns Ave. Elementary School and Hicksville Middle School**
Construction Cost: [redacted] — Completed: 2006
Architect: John A. Grillo Architect P.C. (631) 476-2161
Owner: Hicksville Union Free School District
Construction Manager: School Construction Consultants, Mike Carteli (917) 270-8712

**Addition to Park House**
259 Front St., Massapequa Park, NY
Construction Cost: [redacted] — Completed: 2005
Architect: H2M Group, Veronica Byrnes (631) 756-8000
Owner: Massapequa Fire District

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Owner's Representative: Richard Paul (516) 798-2648

**Nassau County Campus Construction**
**T. Roosevelt Government Offices (B90230101G)**
101 Grumman Road, Bethpage, NY 11714
Construction Cost: [redacted] Completed: 2004
Architect: In-House Nassau County
Owner: County of Nassau
Owner's Representative: Nick Pappas (516) 680-5693

**Addition and Alterations to Chatterton Elementary School and Levy-Lakeside Elementary School**
Merrick, NY
Construction Cost: [redacted] Completed: 2003
Architect: Burton, Behrendt & Smith (631) 475-0349
Owner: Merrick Union Free School District
Owner's Representative: Sydney Freifelder (516) 992-7200

**Interior Renovation to Bethpage High School (2000-200-7)**
Cherry Ave. & Stewart Ave., Bethpage, NY 11714
Construction Cost: [redacted] Completed: 2005
Owner: Bethpage Union Free School District
Owner's Representative: Vince Russo (631) 567-0200

**Renovation & Addition to Merrick Hook & Ladder (PW8-03)**
One Oakwood Ave., Merrick, NY
Construction Cost: [redacted] Completed: 2005
Owner: Town of Hempstead
Owner's Representative: John Gibilaro (516) 812-3065

**Additions & Alteration to Sea Cliff Elementary School**
Carpenter Ave., Sea Cliff, NY
Construction Cost: [redacted] Completed: 2001
Owner: North Shore Union Free School District
Owner's Representative: Richard Kavanaugh (516) 705-0383

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# EQUIPMENT LIST

THE FOLLOWING EQUIPMENT IS LOCATED AT:

E & A RESTORATION INC.
130 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797

VANS, DUMPTRUCKS, PICKUP TRUCKS SCAFFOLDING, BOB CAT
GAS SAWS, GENERATORS, WELDING MACHINES, COMPACTOR, CHIP GUNS, GRINDERS
CONCRETE CHUTE, LIGHTING, KETTLES, TRAILERS, KICKERS, VIBRATOR, CONEX CONTAINERS, COMPRESSORS, TEMPORARY STAIRS

**E & A RESTORATION INC.**
130 Crossways Park Drive, Suite 101
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## Insurance Information

General Liability:

| | |
|---|---|
| The Phoenix Insurance | 2,000,000 / 4,000,000 |
| Company Policy Duration: | 02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Workers Compensation:

| | |
|---|---|
| The Phoenix Insurance | 1,000,000 |
| Company Policy Duration: | 04/01/25 - 04/01/26 |
| Policy Number: | [redacted] |

Umbrella:

| | |
|---|---|
| The Travelers Indemnity Company | 5,000,000 |
| Policy Duration: | 02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |
| Navigators Insurance Company | 4,000,000 |
| Policy Duration: | 02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Automobile Liability:

| | |
|---|---|
| The Travelers Indemnity | 1,000,000 |
| Company Policy Duration: | 02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Disability:

| | |
|---|---|
| Shelter Point Life Insurance | Statutory |
| Company. Policy Duration: | 01/01/26 - 12/31/26 |
| Policy Number: | [redacted] |

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

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E&A RESTORATION INC.
130 CROSSWAYS PARK DR
SUITE 101
WOODBURY, New York 11797

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

**This Certificate is valid for two (2) years, unless revoked or suspended.**

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

**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

# CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

E&A RESTORATION INC.
DBA: E&A CONSTRUCTION
130 CROSSWAYS PARK DR
SUITE 101
WOODBURY, New York 11797
Phone Number: 5169217030
Registration Number: 24-64Y3X-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

# General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

**February 27, 2026**

**County of Nassau Department of Public Works**

**Re: Building Construction Requirements Contract – General Construction Contract No. B90400-05G**

*****FOR THIS PROJECT ONLY*****

**To Whom It May Concern:**

**E&A Restoration Inc. whose mailing address is 130 Crossways Park Drive, Suite 101, Woodbury, NY 11797 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 at 1600 Walt Whitman Rd. Melville, NY 11747. Said agreement is currently in effect for the County of Nassau Department of Public Works jobsite address is various locations within Nassau County, New York.**

**E&A Restoration Inc. must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT OR UNTIL June 30, 2026, whichever is first. A new letter of participation with our apprenticeship program can be requested after that date.**

**As a result, E&A Restoration Inc. is a participant in the General Building Laborers' Local No. 66 Apprenticeship Program Sponsor #01789 with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Building Construction Requirements Contract – General Construction Contract No. B90400-05G jobsite ONLY, at the above location.**

**Please contact our office if validation of this letter is needed. Our letters are job specific.**

**Respectfully,**

**David Malico**
**Gen. Bldg. Laborers' Local #66 JATC**

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

United Brotherhood of Carpenters and Joiners of America

Joseph Byrne
Executive Secretary Treasurer

February 2, 2026

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

To Whom It May Concern:

This letter is to confirm that **E&A Restoration Inc.** is signatory to the North Atlantic States Regional Council of Carpenters Collective Bargaining Agreement dated **May 1, 2025, through April 30, 2028,** and participates in a registered and approved New York State Apprenticeship Training Program with the North Atlantic States Carpenters Apprenticeship Training Fund.

If you require any additional information, please feel free to contact our office.

Sincerely,

Anthony Villa

Anthony Villa
Regional Manager, Eastern NY
North Atlantic States Regional Council of Carpenters

cc: E&A Restoration Inc.

ACRISURE®

March 4, 2026

**To:** **County of Nassau**
**1550 Franklin Avenue**
**Mineola, NY 11501**

**Contractor:** **E & A Restoration Inc.**
**130 Crossways Park Drive, Suite 101**
**Woodbury, NY 11797**

**Re:** **Bonding Reference Letter**

To Whom It May Concern:

At the present time, Philadelphia Indemnity Insurance Company is willing to favorably consider requests for bonds on behalf of E & A Restoration Inc. Reserving our rights to practice our normal underwriting functions, we as Surety Bond Agents for E & A Restoration Inc., are able to provide favorable consideration for Performance and Payment Bonds through a Bond Program of $250 Million single job and $450 Million aggregate with $250 Million available capacity.

Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and Financial Size Category "XV". Philadelphia Indemnity Insurance Company is licensed to do business in the State of New York and is listed on the U.S. Department of The Treasury Listing of Approved Sureties (Department Circular 570). Philadelphia Indemnity Insurance Company has a certificate of authority from the Department of The Treasury, with an underwriting limitation of $394,881,000. Philadelphia Indemnity Insurance Company meets the criteria set forth in the General Conditions.

We would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves, as well as our satisfactory evaluation of our normal underwriting requirements at the time the bond is requested.

This letter is no assumption of liability, nor is it a Bid Bond or a Performance and Payment Bond. It is issued only as a bonding reference requested from us by the client.

If any further information is required, please do not hesitate to contact our office.

Sincerely,

Richard K. Kainz
Attorney-in-Fact
Philadelphia Indemnity Insurance Company

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: E&A RESTORATION INC

TELEPHONE NUMBER: 516-921-7030

WORK SITE OR FACILITY NAME: VARIOUS LOCATIONS NASSAU COUNTY

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION:

VARIOUS NASSAU COUNTY LOCATIONS

Signature

03/09/2026
Date

JENNY SAKALIS, PRESIDENT
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.

JENNY SAKALIS, PRESIDENT — 03/09/2026

Name and Title of Authorized Representative — m/d/yy

Signature — 3/9/26 — Date

E&A RESTORATION INC

Name of Organization

130 CROSSWAYS PARK DRIVE SUITE 101 WOODBURY, NY 11797

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: | E&A RESTORATION INC |
| Address (street/city/state/zip code): | 130 CROSSWAYS PARK DRIVE, SUITE 101 WOODBURY NY 11797 |
| Authorized Representative (name/title): | JENNY SAKALIS, PRESIDENT |
| Authorized Signature: | Jenny Sakalis |
| Contract Number: | B90400-05G |
| Contract/Project Name: | BUILDING CONSTRUCTION REQUIREMENTS GC-VARIOUS LOCATIONS IN NASSAU |
| Contract/Project Description: | ON CALL REQUIREMENTS |

## Part 2- Projected MBE/WBE/SDVOB Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | | | |
| Total MBE Dollar Amount | TBD | MBE Contract Percentage | |
| Total WBE Dollar Amount | TBD | WBE Contract Percentage | |
| Total SDVOB Dollar Amount | TBD | SDVOB Contract Percentage | |
| Total Combined M/WBE/SDVOB Dollar Amount | | Combined M/WBE/SDVOB Contract Percentage | |

* IT IS NOT POSSIBLE TO DETERMINE AN MWBE LIST AT THIS TIME DUE TO THE SPECIFIC NATURE OF EACH PROJECT. E&A WILL FOLLOW MWBE REQUIREMENTS PER WORK ORDER BASIS.

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 ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

NO TEXT ON THIS PAGE

## VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: E&A RESTORATION INC

Contract Title: BUILDING CONSTRUCTION REQUIREMENTS - GENERAL

Contract Number: B90400-05G

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

03/09/2026
Date

JENNY SAKALIS, PRESIDENT
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

**NO TEXT ON THIS PAGE**

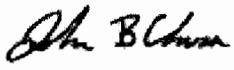
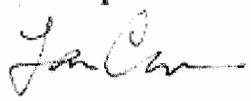
# APPENDIX X

## BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

# NASSAU COUNTY

# Vendor Code of Ethics

| POLICY/PROCEDURE TITLE:<br>Nassau County Vendor Code of Ethics | DATE ISSUED:<br>June 5th, 2019 |
|---|---|
| DEPARTMENT ISSUING:<br>Executive – Compliance | AUTHORIZED and SIGNED BY:<br>  <br>Deputy County Executive<br>For Compliance<br>  <br>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.

# Vendor Code of Ethics

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# Vendor Code of Ethics

## 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.: B90400-05G

Project Description: BUILDING CONSTRUCTION REQUIREMENTS-GENERAL

The prospective lower tier participant E&A (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to E&A [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 9 day of MARCH, 20 26

By [signature] Signature of Authorized Official

JENNY SAKALIS. PRESIDENT Name and Title of Authorized Official

Vendor Code of Ethics

**PARTICIPATING EMPLOYEE**
**ACKNOWLEDGEMENT REGARDING NASSAU**
**COUNTY VENDOR CODE OF ETHICS**

Company: E&A RESTORATION INC

Bid/Proposal No.: B90400-05G

I, JENNY SAKALIS, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 03/09/2026 and that I understand it and will comply with this Code in my participation in procurements between E&A RESTORATION INC (Vendor name) and Nassau County.

Executed this 6 day of MARCH, 2026.

By _____ Signature of Employee

JENNY SAKALIS, PRESIDENT Name and Title of Employee

# 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: E&A RESTORATION INC.**

**2. Amount requiring NIFA approval:** $10,000,000.00

**Amount to be encumbered:** $1,000,000.00

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 Two (2) year contract from 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 is for On-Call General Construction Work on County Owned Buildings, General Construction Projects, required to respond in emergency situations which are outside the capabilities of DPW's Facilities Management in-house crews.

**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 06/29/2026

***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, Jenny Sakalis 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: E&A RESTORATION INC.

Vendor's Address: 130 CROSSWAYS PARK DRIVE Woodbury NY US 11797

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/18/2026 05:33:24 pm

Lobbyist Registration and Disclosure Form: 09/17/2024 02:10:42 pm

Business History Form certified: 05/13/2026 04:48:53 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/18/2026 04:55:05 pm

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Antonios Vournou [AVOURNOU@EARESTORATION.COM] |
| Date Certified | 05/20/2026 10:51:35 am |

| | |
|---|---|
| Principal Name | Jenny Sakalis [JSAKALIS@EARESTORATION.COM] |
| Date Certified | 05/13/2026 05:03:43 pm |

I, Jenny Sakalis 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."

Jenny Sakalis JSAKALIS@EARESTORATION.COM

*Name*

President

*Title*

E&A Restoration Inc.

*Name of Submitting Entity*

05/20/2026 11:50:29 am

*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: 05/13/2026

1) Proposer's Legal Name: E&A RESTORATION INC.

2) Address of Place of Business: 130 CROSSWAYS PARK DRIVE, SUITE 101

City: WOODBURY State/Province/ Territory: NY Zip/Postal Code: 11797

Country: US

Address: 40 WILLIS AVE

City: SYOSSET State/Province/ Territory: NY Zip/Postal Code: 11791

Country: US

Start Date: End Date: 08/03/2020

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 [X] NO [ ] If yes, please provide details:

We share office space with a construction management company, E&A Construction Management Group, that our firm purchased a few years ago

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

YES [X] NO [ ] If yes, please provide details:

E&A Construction Management Group LLC

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.

Any employee would need to disclose any conflict of interest.

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

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

11/01/2000

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.

Jenny Sakalis, [redacted]
Antonios Vournou, [redacted]

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

Jenny Sakalis, [redacted]
Antonios Vournou, [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

28

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

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.

Over two decades of general construction experience. Our team has worked on and completed many police and correctional facilities. Recently completed the Nassau County Police Academy for Nassau County.

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 | Nassau County DPW |
| Contact Person | Mike Puleo |

| | | | |
|---|---|---|---|
| Address | 1194 Prospect Ave | | |
| City | Westbury | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 571-6917 | | |
| Fax # | | | |
| E-Mail Address | mpuleo@nassaucountyny.gov | | |

| | | | |
|---|---|---|---|
| Company | NCPD Foundation | | |
| Contact Person | Alexandra Nigolian | | |
| Address | 734 Franklin Ave, #189 | | |
| City | Garden City | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 220-3428 | | |
| Fax # | | | |
| E-Mail Address | alexandra@ncpdfoundation.org | | |

| | | | |
|---|---|---|---|
| Company | Urbahn Architect | | |
| Contact Person | Dan Zbarsky | | |
| Address | 306 W 37 St #9 | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 857-9074 | | |
| Fax # | | | |
| E-Mail Address | zbarskyd@urbahn.com | | |

I, Jenny Sakalis , 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, Jenny Sakalis , 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: E&A RESTORATION INC.

Electronically signed and certified at the date and time indicated by:
Jenny Sakalis JSAKALIS@EARESTORATION.COM

President
Title

05/13/2026 04:48:53 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 [X] NO [ ] If yes, to what campaign committee?

1 File(s) uploaded: doc00543620260519153735.pdf

Electronically signed and certified at the date and time indicated by:
Antonios Vournou [AVOURNOU@EARESTORATION.COM]

Dated: 05/19/2026 04:45:27 pm

Vendor: E&A Restoration Inc.

Title: ceo/secretary

**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: ANTONIOS VOURNOU
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 130 Crossways Park Drive SUITE 101
City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797
Country US
Telephone: 5169217030

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 | 01/01/2022 |
| Chief Exec. Officer | 01/01/2022 | Secretary | 01/01/2022 |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type Other
Description Project Manager
Start Date 01/01/2006

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 [X] NO [ ] If Yes, provide details.

Nassau Community College On Call CM Services contract with AVournou Construction mgmt Group LLC, which was purchased by E&A Restoration Inc 1/1/2023

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, Antonios Vournou , 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, Antonios Vournou , 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.

E&A RESTORATION INC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Antonios Vournou AVOURNOU@EARESTORATION.COM

secretary/CEO

Title

05/20/2026 10:51:35 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: JENNY SAKALIS
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 130 Crossways Park Drive, Suite 101

   City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797
   Country US
   Telephone: (516) 921-7030

   Other present address(es):

   City: SYOSSET State/Province/ Territory: NY Zip/Postal Code: 11791
   Country: US
   Telephone: 5162323968

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 01/01/2022 | Treasurer | |
| Chairman of Board | | Shareholder | 01/01/2022 |
| 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 [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, Jenny Sakalis , 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, Jenny Sakalis , 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.

E&A RESTORATION INC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jenny Sakalis JSAKALIS@EARESTORATION.COM

President

Title

05/13/2026 05:03:43 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: E&A RESTORATION INC.

Address: 130 CROSSWAYS PARK DRIVE, SUITE 101

City: WOODBURY State/Province/Territory: NY Zip/Postal Code: 11797

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 | Antonios | | | | |
| Last Name | Vournou | | | | |
| MI | | Suffix | | | |
| Address | 130 Crossways Park Drive, Suite 101 | | | | |
| City | Woodbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11797 |
| Country | US | | | | |
| Position | Secretary | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Jenny | | | | |
| Last Name | Sakalis | | | | |
| MI | | Suffix | | | |
| Address | 130 Crossways Park Drive, Suite 101 | | | | |
| City | Woodbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11797 |
| 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.

JENNY SAKALIS, 51% SHAREHOLDER
[redacted]

ANTONIOS VOURNOU, 49% SHAREHOLDER
[redacted]

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.

E&A RESTORATION INC. has purchased E&A Construction Management Group, formely AVCMG LLC

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:
JENNY SAKALIS [JSAKALIS@EARESTORATION.COM]

Dated: 05/18/2026 04:55:05 pm

Title: President

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

**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:** April 30, 2026

**SUBJECT:** **RECOMMENDATION OF AWARD**

| | |
|---|---|
| Contract Number: | B90400-05G (General Contracting) |
| Title: | Building Construction Requirements Various Locations Nassau County |
| Estimated Contract Amount: | $5,000,000.00 |
| Bids Received On: | March 10, 2026 |

The bids received for the above-mentioned contract have been examined and the bid submitted by E&A Restoration Inc. with a markup on labor of 40% and a markup on material of 11% is acceptable as the lowest responsible bidder.

The first lowest bidder was rejected for being non-responsive due to not having the correct apprenticeships for the bid, the next low bid was rejected for being non-responsive due to not having the apprenticeship at the time of bid submission. The next low bid is considered fair and reasonable; it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for this action.

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
Loretta Dionisio, Assistant to the Deputy Commissioner
Valiant Yeung, Architect III
Joshua Neuman, Civil Engineer II

APPROVED:

Arthur T. Walsh Date 5/4/26
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Neuman, Joshua\MK to ATW ROA B90400-05G Building Construction Requirements Various.jn.doc

Building Construction Requirements Contract - General Construction

**Bid Opening:** 3 /10/2026 **Engineer:** Joshua Neuman **Phone:** (516) 571-6916

| Contractor | Address | Insurance | Payment | Labor and Supplemental Benefits | Material Direct Cost |
|---|---|---|---|---|---|
| LoDuca Associates, Inc. | 113 Division Ave Blue Point, NY 11715 | Berkley Insurance Company | $200,000.00 | 18% | 10% |
| AVID NYC Corp. | 20 Crescent Street Brooklyn, NY 11208 | First Indemnity of America Insu | $200,000.00 | 33% | 10% |
| E & A Restoration Inc. | 130 Crossways Park Drive Suite 101 Woodbury, NY 11797 | Philadelphia Indemnity Insuranc | $200,000.00 | 40% | 11% |
| Pro Con Group Inc. | 520 Industrial Loop Staten Island, NY 10309 | Liberty Mutual Insurance Comp | $200,000.00 | 40% | 12% |
| Renu Contracting & Restoration, Inc. | 1215 Sunrise Highway Copiague, NY 11726 | Philadelphia Indemnity Insuranc | $200,000.00 | 53% | 10% |

**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.**

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

March 30, 2026

Ms. Renee Guerrieri, President
LoDuca Associates, Inc.
113 Division Avenue
Blue Point, New York 11715

Re: B90400-05G Building Construction Requirements Contract

Dear Ms. Guerrieri:

As you are aware, the Department received and opened bids for the above-referenced contract on March 10, 2026. While your firm submitted the lowest cost proposal, the Department has concluded that your bid as submitted to the County does not comply with Title 51 of the Nassau County Miscellaneous Laws, accordingly your bid is non-responsive, and the County will be considering the next lowest responsible bidder for award of the contract.

Title 51 defines contractors as one who "employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor". Prior to submitting a bid for a construction contract with the County of Nassau the contractor is required to have apprenticeship agreements appropriate for the type and scope of work to be performed.

The Instruction to Bidders stated " ***At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to, the following: Carpenters, Laborers, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.***"

Your bid as submitted only contains information regarding your participation in an apprenticeship training program for carpenters but not for laborers. You have subsequently informed the Department that you do not participate in an apprenticeship program for laborers.

The Instruction to Bidders clearly identifies the need to participate in apprenticeship programs for laborers and carpenters. Accordingly, your bid has been determined non-responsive for failure to comply with Title 51.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:DT:jd
c: Douglas Tuman, Deputy Commissioner of Public Works
Jane M. Houdek, Counsel to the Department of Public Works
Valient Yeung, Architect III
Carmelo Mazza, Architect II
Joshua Neuman, Civil Engineer II

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

April 2, 2026

Ms. Gabriela Bharatlall, President
AVID NYC Corp.
20 Crescent Street
Brooklyn, New York 11208

Re: B90400-05G Building Construction Requirements Contract

Dear Ms. Bharatlall:

As you are aware, the Department received and opened bids for the above-referenced contract on March 10, 2026. We have moved to your bid as the lowest bidder did not comply with certain requirements. While your firm submitted next lowest cost proposal, the Department has concluded that your bid as submitted to the County does not comply with Nassau County Local Law No. 9–2002, accordingly your bid is non-responsive, and the County will be considering the next lowest responsible bidder for award of the contract.

Local Law No. 9-2002 defines contractors as one who "employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor". Prior to submitting s bid for a construction contract with the County of Nassau the contractor is required to have apprenticeship agreements appropriate for the type and scope of work to be performed.

The Instruction to Bidders stated "***At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to, the following: Carpenters, Laborers, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.***"

At the time your bid was submitted your firm did not participate in an Apprenticeship program for either carpenters or laborers.

The Instruction to Bidders clearly identifies the need to participate in Apprenticeship programs at the time of submission. Accordingly, your bid has been determined non-responsive for failure to comply with Local Law No. 9-2002.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:DT:jd
c: Douglas Tuman, Deputy Commissioner of Public Works
Jane M. Houdek, Counsel to the Department of Public Works
Valient Yeung, Architect III
Carmelo Mazza, Architect II
Joshua Neuman, Civil Engineer II

## Request to Initiate - R25-0291R (P25-0164R - Building Construction General Requirements)

| | | | |
|---|---|---|---|
| RTI Status | **Active** | | |
| Request Type | **In-House & Requirements Work/Blanket Order** | | |
| Service Requested | **Building Construction General Requirements - Initial RTI for new Requirements Contract B90400-05G** | | |
| Justification | **This RTI is to encumber funding into Line 1 Emergency Work** | | |
| Requested By | **Public Works** | Project Manager | **Joshua Neuman** |
| Project Cost for this Phase / Contract | **Construction** | | |
| PIR Phase Amount Listed | **10,000,000.00** | Phase Cost | **1,000,000.00** |
| Total Project Cost | **$10,000,000.00** | | |
| Start Work | **03/22/2027** | Duration | **24 months** |
| Renewal Options | **This is a 2-year Contract with the option to renew for another 2-years and $2.5 Million per year** | | |
| Procurement Method | **Task Order/On-Call** | | |
| Procurement Method Reason | **General Const. work related to general construction projects and in response to emergency situations** | | |
| 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 | 90400 - Various County Facilities - General Construction | 000 | PWCAPCAP | 1,000,000.00 | | 0 | | | 11/20/2025 | 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? | |
| If the County does not own the proper equipment can it rent/lease the equipment? | |
| 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? | |
| What is the duration of the project if done inhouse?<br>• Employee / Man Hours<br>• 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?<br>• Labor<br>• 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? | |
| Are there any warranties that would be voided if not installed by a licensed person or company? | |
| Do County employees always perform this function? | |
| 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 |
|---|---|---|---|
| RTI Revised | Updating the Project Manager from Michael Puleo to Joshua Neuman. | 06/25/2026 | James Woytysiak |

## Approvals

| | | |
|---|---|---|
| Request Submitted | **Michael Puleo** | **11/20/2025 09:07 am** |
| Funding Added | **See Funding Source Tab** | |
| Capital Funding Approved | **James Woytysiak** | **11/20/2025 11:50 am** |
| AIM Entered | **Deanna Funk** | **11/20/2025 12:05 pm** |
| Time Sheet Code | **25-0291** | |
| Commissioner Approved | **William Nimmo** | **11/21/2025 08:46 am** |
| DCE / Ops Approved | **Arthur Walsh** | **11/25/2025 10:36 am** |

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO**: Michael Puleo, Building Construction Estimator II

**FROM**: Office of the Commissioner

**DATE**: December 4, 2025

**SUBJECT**: CSEA Sub-Contracting Approval
**C25-0291 Contract Number: B90400 05G**
*General Building Construction Requirements Contract*

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 **C25-0291**.

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

C25-0291

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO**: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalendar, President

**FROM**: Department of Public Works

**DATE**: November 20, 2025

**SUBJECT**: CSEA Notification of a Proposed DPW Contract
General Building Construction Requirements Contract
Proposed Contract No: B90400 05G

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:

   On-Call General Building Construction Contract

2. The work involves the following:

   Various General Construction work related to general construction projects and in response to emergency situations at Nassau County facilities. This is work that is currently outside the present capabilities of DPW's "in-house staff".

3. An estimate of the cost is: $5,000,000.00

4. An estimate of the duration is: Two (2) 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 of Public Works, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:FM:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to the Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Michael Puleo, Building Construction Estimator II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

## PROPOSAL

## CONTRACT NO. B90400-05G

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For all work in accordance with the contract documents:

I. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of 40% (percentage amount in numbers)

Percentage figure must be written in words:

FORTY PERCENT

II. Material Direct Cost Expense plus an Overhead and Profit percentage of 11% (percentage amount in numbers)

Percentage figure must be written in words:

ELEVEN PERCENT

**BASIS OF AWARD:** Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

| | |
|---|---|
| Labor: | Seventy-five (75) percent |
| Material: | Twenty-five (25) percent |

**NOTES:**

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

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? 26

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 26

   b. as a Subcontractor 26

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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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. NONE

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.
NONE

10. In what other lines of business are you financially interested?
REAL ESTATE

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 |
|---|---|---|---|---|
| SEE ATTACHED | | | | |

(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 |
|---|---|---|---|
| SEE ATTACHED | | | |

(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. AGREED

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.

NONE MORTGAGED AT THIS TIME

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

THIS IS AN ON CALL CONTRACT, LOCATIONS NOT KNOWN AT THIS TIME.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

AS PER OWNERS CONTRACT DOCUMENTS

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.

SEE ATTACHED

17. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|

SEE ATTACHED

**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 )

JENNY SAKALIS Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the PRESIDENT of
E&A RESTORATION INC
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 9TH day of MARCH , 2026 .

Notary

PETER BASILE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01BA0006756
Qualified in Nassau County
Commission Expires April 28, 2027

(Form of Affidavit where Bidder is a firm) N/A

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) N/A

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**

PETER CASALE
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01CA6009790
Qualified In Nassau County
Commission Expires April 28, 2027

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

**JENNY SAKALIS**
***PRESIDENT OF E&A CONSTRUCTION***

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**Education**

*Long Island University/CW Post, MS, 2000-2002*

*Hofstra University, BA, 1996-2000*

*Years With This Firm: 23*

**Professional Profile**

Jenny Sakalis has been working for E & A since its inception in 2000. She is the backbone of the organization, serving in every administrative managerial position over the years. Often many roles at one time.

Her extensive management and construction experience, coupled with her hard work, effort, dedication, and courage over the years has led to the success of the company and her current position of President.

**Experience**

**E&A Construction**

**2000 – 2023 - E&A Construction - PRESIDENT**

- Company leader responsible for strategic planning
- Oversees efficiency and performance
- Oversees business development and human resources
- Maintains the Company's vision, values, and ethics
- Manages the company's finances and budget
- Leads and directs the executive team
- Leads and evaluates all other officers, managers, and employees
- Negotiates purchase agreements for equipment and supplies
- Reviews all contracts, subcontracts, insurances, bonds, employee medical benefits and fringes, profit-sharing plans, and vendor purchase orders for accuracy and efficacy

Over the years Jenny has served as a senior in the following positions for E&A:

- Owner's Representative
- Office Manager
- Human Resources Manager
- Finance Manager
- Office Administrator

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# ANTONIOS VOURNOU
## CEO OF E&A CONSTRUCTION

**Education**

NYIT, BS, Architectural Technology

*Years With This Firm: 23*

**Professional Profile**

Antonios has over 20 years' experience in aspects of general construction and construction management. He has served at every level of construction work from an early age to recently becoming the CEO of E&A. He is an energetic, highly motivated individual, who leads by example.

**Experience**

**E&A Construction, CEO**

**E&A Construction, Project Executive**

**E&A Construction, Project Manager**

**E&A Construction, Carpenter**

Antonios has been working for E & A Construction since its inception in 2000. He has served in numerous positions and has excelled in ascending to his current position. During his tenure he has completed projects ahead of schedule and within budget.
On all Nassau and Suffolk County projects the client and County Executive have specifically asked for his involvement. This is a direct testament to his dedication and commitment to excellence on all projects E&A performs.
His industrious manner and ability to get a job done in a timely, accurate manner inspires great trust and confidence in others, which motivates all involved to succeed. He has personally managed projects over $100M in his term as the Project Executive for this firm. Previous projects completed include:

1. Nassau County Police Training & Intelligence Center
2. Nassau County Emergency Requirements Contracts
3. Nassau County Public Safety Center
4. Suffolk County Community College
5. National Parks Landmark Theodore Roosevelt Residence
6. MTA (Metropolitan Transportation Authority) Long Island Bus Depot

Currently wrapping up:

1. 253 Broadway, NYC DDC project
2. Nassau County Matrimonial Courthouse, NCDPW project
3. PSEG LI 10 Story Building Demolition

Additionally, Mr. Vournou has managed numerous projects on Schools, Landmark Facilities, Municipalities, Fire Houses and Police Stations, and every conceivable institutional type of facility from Court Houses to Libraries.

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# *JOHN P. O'DONNELL JR.*

***SENIOR SUPERINTENDENT***
***CONSTRUCTION PROJECT MANAGER***

## Education

***Cape Cod Community College,*** *Associate in Construction Management & Technology*

***4 Year Carpenter Apprentice Program***

**Licenses/Registrations**

*-62 hour Site Safety Training*
*- 40 hour Site Safety Manager*
*-OSHA Life and Health Training*
*-Confined Space Training*
*-Qualified Compliance Inspector of Storm Water*
*-Long Island Railroad, Roadway Worker Protection Training*

*Years With This Firm: 8*
*Years With Other Firms: 23*

## Professional Profile

John has over thirty years of construction experience. He is a seasoned Superintendent and construction project manager who has overseen projects small and large for public agencies, institutions, and government entities. John's biggest strength is in delivering high quality work on time while maintaining budgets and a safe work environment. His excellent problem solving and coordination skills, scheduling experience and ability to work closely with subcontractors and clients make him a great asset.

## Experience

**2015 – Present E&A Construction**
**Senior Superintendent and Construction Project Manager**

- Nassau County – New Police Academy for Training & Intelligence
- Nassau County – Job Order Emergency Requirements Contract
- New York City Department of Design & Construction - Retrofit Horizon Juvenile Detention Facility Project

**1992- 2015**
**Fortunato Sons Contracting, Project Superintendent**

Project Superintendent responsible for the following projects:

- Roosevelt High School New Construction of Library and Gymnasium, $35M
- LIRR Babylon Station Train Wash Facility and Track Replacement, $25M
- Westhampton Beach High School New Construction of Two-Story Classroom and State of the Art Theater and Music Wing, $25M
- Long Island Railroad (LIRR) Wantagh Station Platform Replacement, $24M
- SUNY Stony Brook Prichard Pool Renovation, $8M
- US (United States) Department of Transportation, Federal Aviation Administration, Northeast Regional Center Construction of Security Building, Mechanical Upgrades
- Smithtown Middle School New Construction of Music Wing and Gymnasium, Renovations
- William Floyd Elementary School New Construction Classroom Wing
- LIRR Garden City Station Construction Storage Facility
- Assistant Superintendent responsible for the following projects:
    - LIRR Port Jefferson Station Construction of Ten Track Train Yard
    - LIRR Hempstead Station Train Platform and Track Replacement
- Carpenter Foreman for the following projects:
    - Pilgrim State Psychiatric Hospital Building Renovations
    - Grumman Aerospace Corp. Calverton Hangar Construction

**Nastasi White, Carpenter**

- Computer Associates Construction of Headquarters
- St. Charles Hospital New Construction

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# *Projects In Progress*

**Nassau County Matrimonial Court**

Location: Nassau County, NY
Owner: Nassau County Dept of Public Works
Contract Amount: [redacted]
Contract Award: 3/30/20

Contract No. B90632-02G
Contact: Joseph Amerigo
(516) 571-6804
% Completed: 96
Est. Completion: 6/2026

**253 Broadway Landmark's Space Renovation**

Location: New York, NY
Owner: NYC Department of Design & Construction
Contract Amount: [redacted]
Contract Award: 3/30/16

Contract No. 20161423374
Contact: Mark Forrester
(917)-417-4133
% Completed: 99
Est. Completion: 09/2026

**Nassau County Building Construction Requirements, General Construction**

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: TNE [redacted]
Contract Award: 06/23/22

Contract No. B9040003GR
Contact: Michael Puleo
(516) 571-6917
% Completed: 30
Est. Completion: 4/2027

**Nassau County Correctional Center-Remedial Repairs to the 832 Building-Emergency**

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: [redacted]
Contract Award: 01/11/2024

Contract No. B51037-02G
Contact: Sgt Pete Capel, Head of Sheriff's Dept Maintenance Division, (516) 941-7012
% Completed: 83
Est. Completion: 6/2026

**NYPD Bomb Squad Building Reconstruction**

Location: Rodmans Neck, NY
Owner: NYC Dept of Design and Construction
Contract Amount: [redacted]
Contract Award: 01/29/2024

Contract No. 20241408657
Contact: Kevin Arscot
(718) 391-1364
% Completed: 54
Est. Completion: 05/2026

**Nassau County Family Justice Center**

Location: Nassau County, NY

Contract No. B90632-03GR

Owner: Nassau County Dept. Of Public Works

Contract Amount: [redacted]
Contract Award: 10/9/2024

Contact: Joseph Amerigo
(516) 571-6804
% Completed: 23%
Est. Completion: 5/2026

**NCC Culinary Arts Completion**

Location: Nassau County, NY
Owner: Everest Reinsurance Company

Contract Amount: [redacted]
Contract Award: 1/30/25

Contract No. B70106G
Contact: Cashin Spinelli
(631) 737-9170
% Completed: 2
Est. Completion: 10/2026

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# Projects Completed

**PSEG Glenwood**
Location: Glen Cove, NY
Owner: PSEG
Construction Cost: [redacted]
Contract Award: 4/1/21
Contract No.
Completed: 2023

**Nassau County Police Center for Training and Intelligence**
Location: Garden City, NY
Contract No.B90230P03G

Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804C

Construction Cost: [redacted]

Contract Award: 8/1/19
Completed: 2022

**Secure Detention for HORIZONS Juvenile Interim Facility**

Location: Bronx, NY
Contract No. JJFACREN

Owner: NYC Department of Design & Construction, Anton Dolce 917-559-8286
Construction Cost: [redacted]

Contract Award: 2/2/18
Completed: 2019

**211 E.70th Street**
Location: Manhattan, NY
Contract No.321702+321601
Owner: Rudin Management, Paul Mandel 212-407-2504
Construction Cost: [redacted]
Contract Award: 11/04/16
Completed: 2019

**Dormitory Renovations to Yaphank Correctional Facility**
Location: Yaphank, NY
Contract No. N/A
Owner: Suffolk County Department of Public Works, Jay Abbott 631-852-4242
Construction Cost: [redacted]
Contract Award: 1/20/15
Completed: 2018

**Nassau County Public Safety Center Phase III, Forensics Lab**
Location: Westbury, NY
Contract No.B90230P03G
Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804

Construction Cost: $24,320,608.54

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Contract Award: 12/16/13 Completed: 2018

**Nassau Community College, Student Services Center**
Location: Garden City, NY Contract No. B7008901G
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: [redacted]
Contract Award: 11/3/14 Completed: 2017

**Nassau Community College, On Call General Contractor**
Location: Garden City, NY Contract No. CY98-113010-0946
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: [redacted]
Contract Award: 2/17/11 Completed: 2016

**Building Construction Requirements Contract, General Contractor**
Location: Various Locations, Nassau County, NY Contract No. B9040002G
Owner: County of Nassau, Michael Puleo 516-571-6917
Construction Cost: [redacted]
Contract Award: 8/1/12 Completed: 2016

**Hempstead House Lintel Replacement & Window Rehabilitation**
Sands Point, NY Contract No.B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: [redacted]
Contract Award: 11/25/13 Completed: 2015

**Rehabilitation of Sagamore Hill, National Historic Site**
Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: [redacted]
Contract Award: 8/29/12 Completed: 2014

**Riverhead Building Renovation, Suffolk Community College**
Ammerman Campus, Selden, NY Contract No.CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445

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Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: [redacted]
Contract Award: 3/21/13 Completed: 2014

**Alterations to Criminal Court Building**
Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: [redacted] Completed: 2014
Contract Award: 8/26/13

**Plaza Deck Restoration, Phase II, Nassau Community College**
Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: [redacted]
Contract Award: 6/13/11 Completed: 2014

**Installation of Fire Sprinkler, Deepwells Mansion**
Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631)852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: [redacted]
Contract Award: 11/29/12 Completed: 2014

**Locker Room Rehabilitation, Long Beach Recreation Center**
Long Beach, NY Contract No. 00082907-00
Owner: City of Long Beach (516) 431-1011
Architect: LK McLean Assoc, P.C. (631) 286-8668
Construction Cost: [redacted]
Contract Award: 3/21/13 Completed: 2013

**Masonry Restoration for Exterior of City Hall**
Long Beach, NY Contract No.00082347-00
Owner: City of Long Beach (516) 431-1011
Architect: LK McLean Assoc, P.C. (631) 286-8668
Construction Cost: [redacted]
Contract Award: 3/19/13 Completed: 2013

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**North Bellmore UFSD, Bond Issue Related Capital Improvement Program, Phase II**
North Bellmore, NY — Contract No. Contract No. 2
Owner: North Bellmore Union Free School District
Architect: John A. Grillo, Architect PC
Construction Cost: [redacted] — Completed: 2012

**Wastewater Facilities, Requirements Contract**
Various Locations, Nassau County, NY — Contract No. S35900G
Owner: County of Nassau
Construction Cost: [redacted] — Completed: 2012

**Public Safety Center**
Nassau County, NY — Contract No. B90230PG
Owner: County of Nassau
Architect: Paul DeSilva
Construction Cost: [redacted] — Completed: 2011

**Rehabilitation of New York Ave. Pump Station**
Long Beach, NY — Contract No. G-01
Owner: City of Long Beach
Architect: Dvirka & Bartilucci
Construction Cost: [redacted] — Completed: 2011

**Nassau BOCES, Vertical ADA Lifts**
Westbury, NY — Contract No. SED No. 28-90-00-00-0-030-021
Owner: Nassau BOCES
Architect: H2M Group
Construction Cost: [redacted] — Completed: 2012

**Nassau County Requirements Contract**
Nassau County, NY — Contract No. B9040001G
Owner: County of Nassau — Completed: 2011
Architect: In-House Nassau County
Construction Cost: [redacted]

**Nassau County Requirements Contract**
Nassau County, NY — Contract No. B90965G
Owner: County of Nassau — Completed: 2011
Architect: In-House Nassau County
Construction Cost: [redacted]

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**Copiague Memorial Public Library 2009/2010 Capital Improvement Program**
Copiague, NY SED No.: 58-01-05-03-6-007-005
Owner: Copiague Memorial Public Library Completed: 2011
Architect: John A. Grillo, Architect, P.C.
Construction Cost: [redacted]

**TOBAY Beach Ocean Pavilion Improvements**
Massapequa, NY Contract No. DP-10-040 PHASE I
Owner: Town of Oyster Bay Completed: 2011
Architect: David Swift, LLC
Construction Cost: [redacted]

**Renovation to Hose Co. No. 2** Contract No. 10-005
Owner: Baldwin Fire District Completed: 2011
Architect: H2M Group
Construction Cost: [redacted]

**Emergency Repair of Existing Stucco Wall** Contract No. 10-022
Owner: South Hempstead Fire District Completed: 2011
Architect: Frank G. Relf
Construction Cost: [redacted]

**HVAC Replacement & Ceiling System Replacement** Contract No. 1
Owner: East Meadow Fire District Completed: 2011
Architect: Frank G. Relf
Construction Cost: [redacted]

**Main Facility Additions & Alterations to Main Fire House Facility**
**Brentwood Fire District (Ceramic Tile)**
Owner: Brentwood Fire District Contract No. 0515.10B
Architect: Martin F. Sendlewski Completed: 2010
Construction Cost: [redacted]

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90964G
Owner: County of Nassau
Architect: In-House Nassau County
Construction Cost: [redacted]

**Trafelet Residence for J.E. O'Donnell Construction**

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

Old Brookville, NY
Owner: Mr. & Mrs. Trafelet — Completed: 2009
Architect: Ferguson & Shamamian Architects
Construction Cost: [redacted]

**Elevator Installation**
Holocaust Museum & Tolerance Center — Contract No. B9098102R
Owner: County of Nassau — Completed: 2009
Architect: David Swift, Architect
Construction Cost: [redacted]

**Holocaust Museum and Tolerance Center**
Welwyn Preserve — Contract No. B4186101G
Construction Cost: [redacted] — Completed: 2009
Owner: County of Nassau/ Marlene Osroff (516) 639-2111
Architect: David Swift

**Para Transit Facility Modifications, Phase II**
Stewart Ave., Garden City, NY — Contract No. E-3565/PO#M02794
Construction Cost: [redacted] — Completed: 2009
Owner: MTA/LI Bus (516) 542-0100
Architect: Stone Webster

**Police and Fire Communications Center, Phase I Structural Modification**
Prospect Ave., Westbury, NY — Contract No. B90230201G
Construction Cost: [redacted] — Completed: 2008
Owner: County of Nassau
Architect: Swanke Hayden Connell Architects/Paul DeSilva (212) 219-6670

**Wantagh Middle and High Schools Masonry Reconstruction**
Wantagh Union Free School District — Contract No. 2
Construction Cost: [redacted] — Completed: 2008
Owner: Wantagh Union Free School District
Architect: John A. Grillo, Architect (631) 476-2161

**Rehabilitation of Roofs**
**Various Nassau County Buildings** — Contract No. B9061803G
Construction Cost: [redacted] — Completed: 2008
Owner: County of Nassau/Michael Puleo (516) 571-6917
Architect: In-House Nassau County

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

**ADA Title II Compliance**
**Various Nassau County Buildings** Contract No. B90918015G
Construction Cost: [redacted] Completed: 2008
Owner: County of Nassau/Rabinder Bhamra (516) 571-6972
Architect: David Swift (631) 351-5700
Inspector: Andy Filardo (516) 817-4374

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90963G
Construction Cost: [redacted] Completed: 2007
Owner: County of Nassau/ Michael Puleo (516) 571-6917
Architect: In-House Nassau County
Inspector: Andy Filardo (516) 817-4374

**HVAC and Electrical Improvements for the Vanderbilt Museum, Phase II**
**Centerport, NY**
Capital Project No. 7443/7445, Contract 1G
Construction Cost: [redacted] Completed: 2007
Owner: Suffolk County Dept. of Public Works/ James Ingenito (631) 852-4690
Architect: In-House Suffolk County

**Notre Dame Parish Misc. Work to Rectory**
Construction Cost: [redacted] Completed: 2007
Owner: Diocese of Rockville Center/ Tom DeFrancisci (516) 352-7203

**Sterling Glen of Roslyn**
**Roslyn, NY**
Construction Cost: [redacted] Completed: 2007
Owner: Sterling Glen
General Contractor: Kajima Building Corp./ Pat Caputti (914) 906-7583

**West Babylon Public Library**
Construction Cost: [redacted] Completed: 2007
Architect: Beatty, Harvey & Associates / J. Kent Howie (631) 208-9655
Owner: West Babylon Public Library (631) 669-6539

**Masonry & Roof Repairs to Church of Notre Dame**
**New Hyde Park, NY**
Construction Cost: [redacted] Completed: 2007

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel. 516-921-7030 • Fax. 516-921-0259

Architect: LAS Associates, Architects/ Lee Sagistano/Doris Armitage (516) 364-8150
Owner: Diocese of Rockville Centre (516) 678-5800

**Interior Alterations and Renovation to Headquarters**
**Huntington Manor Fire District**
Construction Cost: [redacted] Completed: 2007
Architect: Frank G. Relf, Architect P.C./Frank Relf/Will Quintanilla (631) 271-4432
Owner: Huntington Manor Fire District
Owner's Representative: Vincent Bifano (631) 427-1629

**Portico Restoration, Old County Courthouse**
Nassau County, NY Contract No. B90230102G
Construction Cost: [redacted] Completed: 2007
Architect: John G. Waitte Associates
Owner: County of Nassau
Owner's Representative: Frank Stabile (516) 571-6812
CM: Greyhawk/Jacobs Carter Burgess/ Nick Pappas (516)639-2607/ Gus Xenakis (516)281-4246

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90962G
Construction Cost: [redacted] Completed: 2005
Architect: In-House Nassau County
Owner's Representative: Andy Filardo (516) 817-4374

**Nassau County Requirements Contract**
Nassau County, NY Contract No. B90961G
Construction Cost: [redacted] Completed: 2005
Architect: In-House Nassau County
Owner's Representative: Andy Filardo (516) 817-4374

**Roof Rehabilitation**
Various Nassau County Buildings, NY Contract No. B9061802G
Construction Cost: [redacted] Completed: 2006
Architect: In-House Nassau County
Owner: County of Nassau
Owner's Representative: Michael Puleo (516) 571-6917
CM: Hirani/ Lawson Christian (516) 850-0620

**Additions & Alterations to Substation**

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

**Centereach Fire District**
No. Howell Ave., Centereach, NY — Contract No. CRFD-0401
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Jennifer Curtin/Dan Tanzi (631) 756-8000
Owner: Centereach Fire District
Owner's Representative: Commissioner D'Onforio (631) 588-8652

**The New Cold Spring Harbor Library and Environmental Center**
Rte.25A, Cold Spring Harbor, NY — Contract No. 9273
Construction Cost: [redacted] — Completed: 2006
Architect: Beatty, Harvey & Associates, LLP
Owner: Cold Spring Harbor Library
Owner's Representative: Sullivan & Nickel Construction (631) 738-7750
John McCort cell (516) 330-9373

**Kitchen Renovations at Headquarters**
Copiague Fire District — Contract No. G-G.C.- CPFD 05-02
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Joe Mottola (631) 756-8000
Owner: Copiague Fire District
Owner's Representative: Bobby (516) 852-2524

**Art/Technology Classroom Renovation**
Baldwin Middle School — SED No.28-02-10-03-0-012-018
Construction Cost: [redacted] — Completed: 2006
Architect: H2M Group, Saverio Belfiore (631) 756-8000
Owner: Baldwin Union Free School District

**2005/2006 Capital Improvements, Hicksville Union Free School District**
**Burns Ave. Elementary School and Hicksville Middle School**
Construction Cost: [redacted] — Completed: 2006
Architect: John A. Grillo Architect P.C. (631) 476-2161
Owner: Hicksville Union Free School District
Construction Manager: School Construction Consultants, Mike Carteli (917) 270-8712

**Addition to Park House**
259 Front St., Massapequa Park, NY
Construction Cost: [redacted] — Completed: 2005
Architect: H2M Group, Veronica Byrnes (631) 756-8000
Owner: Massapequa Fire District

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

Owner's Representative: Richard Paul (516) 798-2648

**Nassau County Campus Construction**
**T. Roosevelt Government Offices (B90230101G)**
101 Grumman Road, Bethpage, NY 11714
Construction Cost: [redacted] Completed: 2004
Architect: In-House Nassau County
Owner: County of Nassau
Owner's Representative: Nick Pappas (516) 680-5693

**Addition and Alterations to Chatterton Elementary School and Levy-Lakeside Elementary School**
Merrick, NY
Construction Cost: [redacted] Completed: 2003
Architect: Burton, Behrendt & Smith (631) 475-0349
Owner: Merrick Union Free School District
Owner's Representative: Sydney Freifelder (516) 992-7200

**Interior Renovation to Bethpage High School (2000-200-7)**
Cherry Ave. & Stewart Ave., Bethpage, NY 11714
Construction Cost: [redacted] Completed: 2005
Owner: Bethpage Union Free School District
Owner's Representative: Vince Russo (631) 567-0200

**Renovation & Addition to Merrick Hook & Ladder (PW8-03)**
One Oakwood Ave., Merrick, NY
Construction Cost: [redacted] Completed: 2005
Owner: Town of Hempstead
Owner's Representative: John Gibilaro (516) 812-3065

**Additions & Alteration to Sea Cliff Elementary School**
Carpenter Ave., Sea Cliff, NY
Construction Cost: [redacted] Completed: 2001
Owner: North Shore Union Free School District
Owner's Representative: Richard Kavanaugh (516) 705-0383

E & A CONSTRUCTION
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

# EQUIPMENT LIST

THE FOLLOWING EQUIPMENT IS LOCATED AT:

E & A RESTORATION INC.
130 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797

VANS, DUMPTRUCKS, PICKUP TRUCKS SCAFFOLDING, BOB CAT
GAS SAWS, GENERATORS, WELDING MACHINES, COMPACTOR, CHIP GUNS, GRINDERS
CONCRETE CHUTE, LIGHTING, KETTLES, TRAILERS, KICKERS, VIBRATOR, CONEX CONTAINERS, COMPRESSORS, TEMPORARY STAIRS

**E & A RESTORATION INC.**
130 Crossways Park Drive, Suite 101
Woodbury, NY 11797
Tel: 516-921-7030 • Fax: 516-921-0259

## Insurance Information

General Liability:

| | |
|---|---|
| The Phoenix Insurance Company Policy Duration: | 2,000,000 / 4,000,000<br>02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Workers Compensation:

| | |
|---|---|
| The Phoenix Insurance Company Policy Duration: | 1,000,000<br>04/01/25 - 04/01/26 |
| Policy Number: | [redacted] |

Umbrella:

| | |
|---|---|
| The Travelers Indemnity Company Policy Duration: | 5,000,000<br>02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |
| Navigators Insurance Company Policy Duration: | 4,000,000<br>02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Automobile Liability:

| | |
|---|---|
| The Travelers Indemnity Company Policy Duration: | 1,000,000<br>02/27/26 - 02/27/27 |
| Policy Number: | [redacted] |

Disability:

| | |
|---|---|
| Shelter Point Life Insurance Company. Policy Duration: | Statutory<br>01/01/26 - 12/31/26 |
| Policy Number: | [redacted] |

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

E&A RESTORATION INC.
130 CROSSWAYS PARK DR
SUITE 101
WOODBURY, New York 11797

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

**This Certificate is valid for two (2) years, unless revoked or suspended.**

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

**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

# CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

E&A RESTORATION INC.
DBA: E&A CONSTRUCTION
130 CROSSWAYS PARK DR
SUITE 101
WOODBURY, New York 11797
Phone Number: 5169217030
Registration Number: 24-64Y3X-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

# General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

**February 27, 2026**

**County of Nassau Department of Public Works**

**Re: Building Construction Requirements Contract – General Construction Contract No. B90400-05G**

*****FOR THIS PROJECT ONLY*****

**To Whom It May Concern:**

**E&A Restoration Inc. whose mailing address is 130 Crossways Park Drive, Suite 101, Woodbury, NY 11797 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 at 1600 Walt Whitman Rd. Melville, NY 11747. Said agreement is currently in effect for the County of Nassau Department of Public Works jobsite address is various locations within Nassau County, New York.**

**E&A Restoration Inc. must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT OR UNTIL June 30, 2026, whichever is first. A new letter of participation with our apprenticeship program can be requested after that date.**

**As a result, E&A Restoration Inc. is a participant in the General Building Laborers' Local No. 66 Apprenticeship Program Sponsor #01789 with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Building Construction Requirements Contract – General Construction Contract No. B90400-05G jobsite ONLY, at the above location.**

**Please contact our office if validation of this letter is needed. Our letters are job specific.**

**Respectfully,**

**David Malico**
**Gen. Bldg. Laborers' Local #66 JATC**

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

United Brotherhood of Carpenters and Joiners of America

Joseph Byrne
Executive Secretary Treasurer

February 2, 2026

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

To Whom It May Concern:

This letter is to confirm that **E&A Restoration Inc.** is signatory to the North Atlantic States Regional Council of Carpenters Collective Bargaining Agreement dated **May 1, 2025, through April 30, 2028,** and participates in a registered and approved New York State Apprenticeship Training Program with the North Atlantic States Carpenters Apprenticeship Training Fund.

If you require any additional information, please feel free to contact our office.

Sincerely,

Anthony Villa

Anthony Villa
Regional Manager, Eastern NY
North Atlantic States Regional Council of Carpenters

cc: E&A Restoration Inc.

ACRISURE®

March 4, 2026

**To:** **County of Nassau**
**1550 Franklin Avenue**
**Mineola, NY 11501**

**Contractor:** **E & A Restoration Inc.**
**130 Crossways Park Drive, Suite 101**
**Woodbury, NY 11797**

**Re:** **Bonding Reference Letter**

To Whom It May Concern:

At the present time, Philadelphia Indemnity Insurance Company is willing to favorably consider requests for bonds on behalf of E & A Restoration Inc. Reserving our rights to practice our normal underwriting functions, we as Surety Bond Agents for E & A Restoration Inc., are able to provide favorable consideration for Performance and Payment Bonds through a Bond Program of $250 Million single job and $450 Million aggregate with $250 Million available capacity.

Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and Financial Size Category "XV". Philadelphia Indemnity Insurance Company is licensed to do business in the State of New York and is listed on the U.S. Department of The Treasury Listing of Approved Sureties (Department Circular 570). Philadelphia Indemnity Insurance Company has a certificate of authority from the Department of The Treasury, with an underwriting limitation of $394,881,000. Philadelphia Indemnity Insurance Company meets the criteria set forth in the General Conditions.

We would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves, as well as our satisfactory evaluation of our normal underwriting requirements at the time the bond is requested.

This letter is no assumption of liability, nor is it a Bid Bond or a Performance and Payment Bond. It is issued only as a bonding reference requested from us by the client.

If any further information is required, please do not hesitate to contact our office.

Sincerely,

Richard K. Kainz
Attorney-in-Fact
Philadelphia Indemnity Insurance Company

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.

JENNY SAKALIS, PRESIDENT — 03/09/2026

Name and Title of Authorized Representative — m/d/yy

Signature — 3/9/26 — Date

E&A RESTORATION INC

Name of Organization

130 CROSSWAYS PARK DRIVE SUITE 101 WOODBURY, NY 11797

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: | E&A RESTORATION INC |
| Address (street/city/state/zip code): | 130 CROSSWAYS PARK DRIVE, SUITE 101 WOODBURY NY 11797 |
| Authorized Representative (name/title): | JENNY SAKALIS, PRESIDENT |
| Authorized Signature: | Jenny Sakalis |
| Contract Number: | B90400-05G |
| Contract/Project Name: | BUILDING CONSTRUCTION REQUIREMENTS GC-VARIOUS LOCATIONS IN NASSAU |
| Contract/Project Description: | ON CALL REQUIREMENTS |

## Part 2- Projected MBE/WBE/SDVOB Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | | | |
| Total MBE Dollar Amount | TBD | MBE Contract Percentage | |
| Total WBE Dollar Amount | TBD | WBE Contract Percentage | |
| Total SDVOB Dollar Amount | TBD | SDVOB Contract Percentage | |
| Total Combined M/WBE/SDVOB Dollar Amount | | Combined M/WBE/SDVOB Contract Percentage | |

* IT IS NOT POSSIBLE TO DETERMINE AN MWBE LIST AT THIS TIME DUE TO THE SPECIFIC NATURE OF EACH PROJECT. E&A WILL FOLLOW MWBE REQUIREMENTS PER WORK ORDER BASIS.

**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 ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>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 ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

Certified: --

**E-82-26**

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
4:55 PM

## NIFS ID: CLAT26000016

Capital:

Contract ID #: **CQAT25000035**

NIFS Entry Date: **04/14/2026**

## Department: County Attorney

Service: **special counsel (Thompson)**

Term: **November 23, 2025 to completion**

Contract Delayed:

| | | |
|---|---|---|
| Slip Type: **Amendment** | | |
| CRP: | | |
| Time Extension: | | |
| Addl. Funds: | | |
| 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: **Greenberg Traurig, LLP** | ID#:**133613083** |
| Main Address: **2900 Monarch Lakes Blvd Miramar, FL 33027** | |
| Main Contact: **John McEntee** | |
| Main Phone: **(516) 629-9605** | |

| **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 amendment (#1) to a contract with Greenberg Traurig, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera, Docket No. 22-cv-7954. This amendment adds the Thompson case.

**Procurement History:** A Request for Qualifications ("RFQ') was issued April 2018, 2019, and 2022, and a special counsel panel ('Panel") of firms qualified in several areas of law has been established. Counsel has been added to this Panel.

The need arose to retain special counsel in the litigation of Fasolakis v. The County of Nassau. Greenberg Traurig, LLP has the capacity and the necessary resources required to coordinate and aggressively defend the County in the above-referenced matter.

Since Counsel was available to step in immediately, they were selected to handle this matter

**Description of General Provisions:** Services under this Agreement shall include but not be limited to providing legal advice; motion practice; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.

**Impact on Funding / Price Analysis:** No change.

**Change in Contract from Prior Procurement:** Services provided by counsel is amended to include litigation and advisory services, including but not limited to trial preparation and support, case analysis, evidentiary review, witness preparation, development of examination and cross-examination strategies, and preparation of trial materials, as may be requested by the County's in-house attorneys from time to time in connection with Thompson v. County of Nassau, et. al., Index No. 614911/2024, related matters, or other substantially similar litigation.

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 02/18/2026

Original procurement method: Counsel 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 |
|---|---|---|---|---|---|---|---|---|
| GEN | 10 | 1100 | DE | ATGEN1100 | DE502 | ATGEN1100 DE502 | 03 | $0.01 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$0.01** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.01 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$0.01** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Mary Nori | 05/26/2026 01:50PM | Approved |
| NIFS Final Approval | Mary Nori | 05/26/2026 01:50PM | Approved |
| Final Approval | Mary Nori | 05/26/2026 01:50PM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Salvatore Spezio | 05/26/2026 03:40PM | Approved |
| RE & Insurance Verification | Salvatore Spezio | 05/26/2026 03:40PM | Approved |
| NIFS Approval | Mary Nori | 05/28/2026 01:35PM | Approved |
| Final Approval | Mary Nori | 05/28/2026 01:35PM | Approved |
| **OMB** | | | |
| NIFS Approval | Raquel Rosen | 05/26/2026 02:10PM | Approved |
| NIFA Approval | Irfan Qureshi | 05/28/2026 10:13AM | Approved |
| Final Approval | Irfan Qureshi | 05/28/2026 10:13AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 05/28/2026 01:43PM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/01/2026 01:18PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 06/08/2026 02:33PM | Approved |
| Final Approval | Arthur Walsh | 06/08/2026 02:33PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 06/08/2026 04:36PM | 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 ATTORNEY'S OFFICE AND GREENBERG TRAURIG, LLP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Greenberg Traurig, LLP., to provide professional 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 amendment to the agreement with Greenberg Traurig, LLP.

# AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT25000035 between the County and Counsel, executed on behalf of the County on February 18, 2026 (the "Original Agreement"), Counsel provides legal services to the County in connection with the case known as *Fasolakis v. County of Nassau, et al.,* Docket No. 22-cv-7954, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 23, 2025, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Eight Hundred Fifty Thousand Dollars ($850,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services section of the Original Agreement.

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

1. Services. The scope of services set forth in the Original Agreement is hereby amended to include litigation and advisory services, including but not limited to trial preparation and support, case analysis, evidentiary review, witness preparation, development of examination and cross-examination strategies, and preparation of trial materials, as may be requested by the County's in-house attorneys from time to time in connection with *Thompson v. County of Nassau, et.* al., Index No. 614911/2024, related matters, or other substantially similar litigation.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**GREENBERG TRAURIG, LLP**

By: Kathryn Cole
Name: KATHRYN COLE
Title: Shareholder
Date: 4/10/26

**NASSAU COUNTY**

By: Thomas A. Adams
Name: Thomas A. Adams
Title: County Attorney
Date: April 14, 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 13th day of April in the year 2026 before me personally came Kathryn Cole 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 shareholder of Greenway Towing, 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 John McEntee

JOHN P. MCENTEE
Notary Public, State of New York
No. 02MC6381215
Qualified in Nassau County 2026
Commission Expires September 24, ~~2022~~

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

On the 14th day of April 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 resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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: Greenberg Traurig, LLP**

**2. Amount requiring NIFA approval:** $0.00

**Amount to be encumbered:** $0.01

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 November 23, 2025 to completion**

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to a prior contract with Counsel.

**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 amendment (#1) with Greenberg Traurig, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera, Docket No. 22-cv-7954.

**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:
Brian Duffy [DUFFYB@GTLAW.COM]

Dated: 04/30/2026 02:53:43 pm

Vendor: Greenberg Traurig

Title: CEO

**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: Brian Duffy
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 1144 15TH ST STE 3300

| | | | | | |
|---|---|---|---|---|---|
| City: | Denver | State/Province/ Territory: | CO | Zip/Postal Code: | 80202 |
| Country | US | | | | |
| Telephone: | 303-572-6500 | | | | |

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 | 02/01/2013 | Treasurer | |
| Chairman of Board | | Shareholder | 06/01/2001 |
| Chief Exec. Officer | 01/01/2016 | 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.
$750,000 of capital

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, Brian Duffy , 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, Brian Duffy , 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.

Greenberg Traurig, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Duffy DUFFYB@GTLAW.COM

CEO

Title

04/30/2026 02:55:44 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: 04/24/2026

1) Proposer's Legal Name: Greenberg Traurig, LLP

2) Address of Place of Business: 900 Stewart Ave, 5th FL

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

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: 071304986

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 [ ] 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:

Greenberg Traurig, P.A. owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994). (1% ownership)

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.

Any conflict disclosure is being separately handled by the GT relationship attorneys and will be sent under separate transmission.

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 address conflicts in a proactive manner and maintain a computer-based conflict check system that allows for the effective and efficient identification and resolution of legal conflicts of interest. Prospective matters and/or new clients are tracked by this system so that we can quickly assess the existence of any such conflicts. The system is firm-wide and used by our attorneys, secretaries, paralegals and members of the support staff.

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.

Greenberg Traurig has over 1300 shareholders. No individual shareholder of Greenberg Traurig P.A. has more than .2% ownership.

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

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

5015

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Greenberg Traurig is recognized as a 2025 BTI "Best of the Best Recommended Law Firm" by general counsel for trust and relationship management, Greenberg Traurig is consistently ranked among the top firms on the Am Law Global 100, NLJ 500, and Law360 400. Greenberg Traurig is also known for its philanthropic giving, culture, innovation, and pro bono work. Web: www.gtlaw.com.

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

B. Indicate number of years in business.

58

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

Greenberg Traurig, LLP has approximately 3,100 lawyers across 51 locations in the United States, Europe, the Middle East, Latin America, and Asia. The firm's broad geographic and practice range enables the delivery of innovative and strategic legal services across borders and industries..

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 | Pillsbury Winthrop Shaw Pittman, LLP |
| Contact Person | Richard P. Donohue, Esq. |

| | | | |
|---|---|---|---|
| Address | 31 West 52nd Street | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 858-1161 | | |
| Fax # | | | |
| E-Mail Address | richard.donoghue@pillsburylaw.com | | |

| | | | |
|---|---|---|---|
| Company | Jones Lang Lasalle | | |
| Contact Person | Judith Dever | | |
| Address | 200 E Randolph St  Floor 43-48 | | |
| City | Chicago | State/Province/Territory | IL |
| Country | US | | |
| Telephone | (312) 782-5800 | | |
| Fax # | | | |
| E-Mail Address | Judith.Dever@am.jll.com | | |

| | | | |
|---|---|---|---|
| Company | TCW Group | | |
| Contact Person | James Mercer, Litigation Counsel | | |
| Address | 865 South Figueroa Street | | |
| City | Los Angeles | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (310) 245-6788 | | |
| Fax # | | | |
| E-Mail Address | James.Mercer@tcw.com | | |

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

I, Kathryn Cole , 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: Greenberg Traurig, LLP

Electronically signed and certified at the date and time indicated by:
Kathryn Cole KATY.COLE@GTLAW.COM

Shareholder
Title

04/24/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Greenberg Traurig, LLP

Address: 900 Stewart Ave, 5th FL

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

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: Executive Officers 2026.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.

There is no individual at Greenberg Traurig that owns 10% or more equity interest in the firm. Greenberg Traurig has over 1,300 shareholders.

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.

Greenberg Traurig, PA owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994) (1% ownership).

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:
Kathryn Cole [KATY.COLE@GTLAW.COM]

Dated: 04/24/2026 11:44:19 am

Title: Shareholder

**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.

**Officers/Directors of Greenberg Traurig, P.A.- 333 SE 2nd Avenue, Suite 4400, Miami, FL 33131, United States**

Richard A. Rosenbaum, Executive Chairman
Brian L. Duffy, Chief Executive Officer
Cesar Alvarez - Senior Chairman
Matthew B Gorson - Senior Chairman
Bradford Kaufman - Senior Chairman
Lori G. Cohen - Vice Chairman
Richard A. Edlin – Vice Chairman
Robert J. Ivanhoe - Vice Chairman
Paul J. Maher – Vice Chairman
Alan Annex - Vice Chairman
Michael Fishman - Vice Chairman
Michael Baum – Co-President
Ernest L. Greer – Co-President
Fiona Adams - Executive Vice Presidents
Scott Bornstein - Executive Vice President
Michelle Ferreira - Executive Vice President
Diane Ibrahim - Executive Vice President
Jaret Davis - Senior Vice President
Shari Heyen - Senior Vice President
Demetrius McDaniel - Senior Vice President
Nikki Lewis Simon - Senior Vice President
Jeff Scott - General Counsel
Drew M. Altman - Assistant Secretary

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# 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, Megan Stewart 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: Greenberg Traurig LLP

Vendor's Address: 2900 Monarch Lakes Blvd, Suite 202 Miramar FL US 33027

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 04/30/2026 02:53:43 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 04/24/2026 03:20:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 04/24/2026 11:44:19 am

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Brian Duffy [DUFFYB@GTLAW.COM] |
| Date Certified | 04/30/2026 02:55:44 pm |

I, Megan Stewart 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."

Megan Stewart MEGAN.STEWART@GTLAW.COM

*Name*

Business Development Specialist

*Title*

Greenberg Traurig LLP

*Name of Submitting Entity*

05/12/2026 01:12:44 pm

*Date*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2026

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**
MARSH USA, LLC.
830 Brickell Plaza, Suite 3300
Miami, FL 33131

CN101232632--GAWU-26-27

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : N/A | N/A |
| INSURER C : Indemnity Ins Co Of North America | 43575 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Greenberg Traurig, P.A.
333 SE 2nd Avenue - Ste 4400
Miami, FL 33131

**COVERAGES** **CERTIFICATE NUMBER:** ATL-005982465-04 **REVISION NUMBER:** 0

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 | | | 3606-93-23 | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [ ] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WLRC72809312 (AOS) | 05/01/2026 | 05/01/2027 | X PER STATUTE OTH-ER | |
| C | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) | N / A | | SCFC72809324 (WI) | 05/01/2026 | 05/01/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
RE: Client matter number is: 215276.010100. Nassau County is included as additional insured where required by written contract with respect to General Liability.

**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

Marsh USA LLC

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The ACORD name and logo are registered marks of ACORD

GREETRA-01 MALSBROOKS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2026

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 License # 0C36861<br>Alliant Insurance Services, Inc.<br>353 N. Clark St., 11th Fl<br>Chicago, IL 60654 | CONTACT NAME: Andrew Ratner<br>PHONE (A/C, No, Ext): (551) 697-5799 FAX (A/C, No):<br>E-MAIL ADDRESS: Andrew.Ratner@alliant.com |
| INSURED<br>Greenberg Traurig, LLP<br>333 SE 2nd Avenue, Suite 4400<br>Miami, FL 33131 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Columbia Casualty Company 31127<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Prof Liability | | | 198277147 | 2/22/2026 | 2/22/2027 | See description | |

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

**Limits of Liability in excess of $40,000,000 Per Claim/$80,000,000 Aggregate claim made coverage afforded on a subscription basis by Insurer A and other participating companies.**

**CERTIFICATE HOLDER**

County of Nassau
1 West St
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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NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br><br>Greenberg Traurig LLP<br>333 Avenue Of The Americas Ste 4400<br>Miami, FL 33131-2184<br><br>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<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>[redacted] |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br><br>County of Nassau,<br>1 West St,<br>Mineola, NY 11501 | 3a. Name of Insurance Carrier<br>Indemnity Ins Co Of North America<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>WLRC72809312<br><br>3c. Policy effective period<br>05/01/2026 to 05/01/2027<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ 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: Paul Morrissette
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 05/06/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

**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)<br>Greenberg Traurig LLP<br>200 Park Avenue Suite 14<br>New York, NY 10601<br><br>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<br>305-579-0500<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br>[redacted] |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>County of Nassau<br>One West Street<br>Mineola, NY 11501 | 3a. Name of Insurance Carrier<br>Sun Life and Health Insurance Company (U.S)<br><br>3b. Policy Number of Entity Listed in Box 1a<br>818794<br><br>3c. Policy Effective Period<br>05/01/2026 to 04/30/2027 |

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 04/17/2026 By Kayla Moholland
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-247-6875 Name and Title Kayla Moholland, Client Services Specialist

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.***

# 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.

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, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("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 November 23, 2025, 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 *Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera,* United States District Court for the Eastern District of New York, Docket No. 22-cv-7954, wherein plaintiff alleges her civil rights were violated by members of the Nassau County Police Department (the "Services"). Services under this Agreement shall include but not be limited to providing legal advice; motion practice; trial; appeals; transactional related issues; 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 as Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described matters.

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 Eight Hundred Fifty Thousand Dollars ($850,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

| | | |
|---|---|---|
| (i) | Practice Group Leader: | $1395.00 |
| (ii) | Shareholders/Partners: | $1195.00 |
| (iii) | Associates: | $795.00 |
| (iv) | Paralegals: | $390.00 |

(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 Five Hundred Thousand Dollars ($500,000.00). 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 Department 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:

(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. 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. The County acknowledges that Counsel represents clients, comprising both individuals and entities, before boards, agencies, departments, and divisions of the County, including its Legislature (collectively, the "Nassau County Entities"). The County waives any current or prospective conflicts of interest, potential or actual, arising solely from non-adverse representations. If Counsel seeks to represent a client in litigation directly adverse to any Nassau County Entities, Counsel shall be precluded from disclosing any County information in any such representation, and a separate written waiver will be required.

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 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 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 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, Counsel shall provide written notice to the Department of the same and deliver to the Department 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 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 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 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) 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 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.

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 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. Counsel 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 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 Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel 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 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 Department:

(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 Department 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 Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, 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.

**GREENBERG TRAURIG, LLP**

By: Kathryn Cole

Name: Kathryn Cole

Title: Shareholder

Date: 12/8/25

**NASSAU COUNTY**

By:

Name: Thomas A. Adams

Title: County Attorney

Date: Dec 8, 2025

**NASSAU COUNTY**

By:

Name: ARTHUR T. WALSH

Title: ☐ County Executive
☐ Deputy County Executive
Chief Deputy County Executive

Date: 2/18/26

PLEASE EXECUTE IN BLUE INK

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

On the 8th day of December in the year 2025 before me personally came Kathryn Cole 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 Shareholder of Greenberg Traurig, 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

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified In Suffolk County
Commission Expires April 5, 2028

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

On the 8th day of December in the year 2025 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

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

On the 18th day of February 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 Nassau; that he or she is a **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

[illegible] YORK
[illegible] 28

## 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 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:

Brian L. Duffy (Name)

1144 15th Street, Suite 3300, Denver, CO 80202 (Address)

(303) 572-6545 (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.

12/08/2025
Dated

Signature of Chief Executive Officer

Brian L. Duffy
Name of Chief Executive Officer

Sworn to before me this
8th day of December 2025

Notary Public

JENNIFER L. STAFFORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204033354
MY COMMISSION EXPIRES SEPTEMBER 24, 2028

Certified: --

**E-83-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026
5:36 PM

## NIFS ID: CQBU26000010

Capital:

Contract ID #: **CQBU26000010**

NIFS Entry Date: **06/04/2026**

## Department: Budget

Service: **AJG - Insurance Broker 2026**

Term: from **05/01/2026** to **04/30/2031**

Contract Delayed: **X**

| | | |
|---|---|---|
| Slip Type: **New** | | |
| CRP: | | |
| Blanket Resolution: | | |
| Revenue: | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|---|
| 1) Mandated Program: | **Yes** |
| 2) Comptroller Approval Form Attached: | **Yes** |
| 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: **Arthur J. Gallagher Risk Management Services, LLC** | ID#:**362102482** |
| Main Address: **One Jericho Plaza Jericho, NY 11753** | |
| Main Contact: **Myvrose Chery** | |
| Main Phone: **(516) 622-2419** | |

| **Department:** |
|---|
| Contact Name: **Elizabeth Valerio** |
| Address: **1 West St Mineola, NY 11501** |
| Phone: **(516) 571-5735** |
| Email: **evalerio@nassaucountyny.gov,rreddy@nassaucountyny.goc** |

# Contract Summary

**Purpose:** This is an agreement with Arthur J. Gallagher Risk Management Services, LLC to act as the County's insurance broker to renew policies, provide consultation on risk exposure and obtain new insurance coverage as directed by the department.

**Procurement History:** On February 5, 2026, the County issued a Request for Proposal (RFP) for Insurance Broker of Record. The RFP was posted in the New York Post and New York State Contract Reporter. Proposals were due on March 5, 2026. Six proposals were received. Based on the review of the proposals submitted, the RFP Committee determined that Arthur J. Gallagher offered the best value to the County.

**Description of General Provisions:** Arthur J Gallagher will provide the County with proposals and recommendations for insurance brokerage and consulting services. The services shall encompass all brokerage and consulting services for insurance renewals, including a thorough policy renewal presentation with recommendations, analysis of proposed coverage and policies issued, loss control meetings with County officials and consultants, and carrier negotiations. Types of coverage that the Broker will assist with include but are not limited to Environmental, Aviation, Liability, Property, and Excess.

**Impact on Funding / Price Analysis:** The term of this agreement is five years; with the option to extend the term for two additional one-year periods for a potential total term of seven years. The contractor will bind policies on the County's behalf and invoice the County for the premium due. For the placement of insurance, the contractor shall be entitled to a ten percent (10%) commission with the commission paid by the insurance carrier. For risk management consulting services, the contractor shall be paid a flat fee of no more than Ten Thousand Dollars ($10,000) per agreement year, for a total maximum amount of Fifty Thousand Dollars ($50,000).

**Change in Contract from Prior Procurement:** N/A

**Method of Source Selection:**

☑ Request For Proposals awarded to proposer offering best value

RFP #: BU0203-2650

Advertised On: 02/05/2026

Advertised In: Official Newspaper, New York State Contract Reporter

Proposals Due On: 03/05/2026

Number of proposals received: 6

Evaluation Committee members: Steven Conkling, Christopher Nolan, Lily Perez, Renee Reddy

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 RFP Committee met and reviewed proposals based on the criteria contained in the RFP. Arthur J. Gallagher was the highest rated proposal of the six proposals received.

**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 |
|---|---|---|---|---|---|---|---|---|
| GEN | 10 | 1500 | 93 | BUGEN1500 | 93993 | BUGEN1500 93993 | 01 | $1,200,000.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$1,200,000.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $1,200,000.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$1,200,000.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Valerio | 06/05/2026 09:54AM | Approved |
| NIFS Final Approval | Christopher Nolan | 06/05/2026 10:23AM | Approved |
| Final Approval | Christopher Nolan | 06/05/2026 10:23AM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 06/08/2026 04:16PM | Approved |
| RE & Insurance Verification | Julie Silverstein | 06/08/2026 04:51PM | Approved |
| NIFS Approval | Mary Nori | 06/08/2026 05:00PM | Approved |
| Final Approval | Mary Nori | 06/08/2026 05:00PM | Approved |
| **OMB** | | | |
| NIFS Approval | Elizabeth Valerio | 06/05/2026 10:24AM | Approved |
| NIFA Approval | Christopher Nolan | 06/05/2026 10:32AM | Approved |
| Final Approval | Christopher Nolan | 06/05/2026 10:32AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Robert Cleary | 06/08/2026 05:27PM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/08/2026 05:28PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 06/08/2026 05:30PM | Approved |
| Final Approval | Arthur Walsh | 06/08/2026 05:30PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 06/08/2026 05:31PM | 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 OFFICE OF MANAGEMENT AND BUDGET AND ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

WHEREAS, the County has negotiated a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc., to provide insurance brokerage and 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 an agreement with Arthur J. Gallagher Risk Management Services

# CONTRACT FOR SERVICES

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 Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) Arthur J. Gallagher Risk Management Services, LLC, having an office located at One Jericho Plaza, Suite 200, Jericho, NY 11753 (the "Contractor").

WITNESSETH:

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 May 1, 2026 and terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement. The Department, at its sole discretion, shall have the option to extend the term for two (2) additional one (1) year periods for a potential total term of seven (7) years.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of insurance brokerage and consulting services, as the County's insurance broker of record (the "Services"). At a minimum, Contractor shall:

(i) Work with County personnel to assess risk, and design, develop and maintain a cost-effective insurance program.

(ii) Review the County's current insurance programs, determine risk tolerance, establish future objectives and strategies to minimize County claims, and maintain a cost-effective risk management and insurance program.

(iii) Identify and negotiate on the County's behalf with insurance carriers and keep the County informed of developments. The selected broker will be authorized by the County in all discussions and transactions with the insurance company, provided the broker does not place insurance on the County's behalf unless authorized by the County.

(iv) Monitor financial conditions of insurance companies and notify County of any changes in AM Best rating or credit rating.

(v) Follow-up with insurance carriers to obtain the timely issuance of policies and endorsements.

(vi) Act as liaison between insurance company and County.

(vii) Review existing or proposed policies for accuracy, endorsements and conform to negotiated coverages.
(viii) Inform County of changes in the insurance markets and annual forecast of rates.
(ix) Issue insurance certificates on demand.
(x) Provide insurance quotes from a carrier with A or higher rating with AM Best Company.
(xi) Assist the County's Risk Management Unit in identifying its insurable property and casualty exposures and recommend professional methods to reduce, assume and/or transfer the risk of loss.
(xii) Review the County's risk assessment and assist the County in the preparation of its annual insurance budget.
(xiii) Assist the County in developing an affordable program to ensure compliance with the federal and/or State regulations for any repaired or newly constructed facilities as conditioned upon receipt of federal or State funding.

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, subject to the County's approval of the encumbrance of funds, shall not exceed the following amounts:

(i) For all Services provided by the Contractor, Contractor shall be entitled to a commission of ten percent (10%) of the insurance premiums. The premiums of the insurance policies shall be payable to the Contractor by the County as they become due. Contractor's 10% commission shall be paid by the insurance carrier.
(ii) In addition to the commission, the County shall pay Contractor an annual fee of $10,000 which shall be fully earned on the Effective Date (and any anniversary thereof).

(b) Vouchers; Voucher Review. Approval and Audit. Payments shall be made to the Contractor in arrears, unless otherwise specified in this Agreement, and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

(f) Other Fees and Commission. In addition to the fees and/or commissions set forth or otherwise described herein, Contractor may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Contractor's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to the County. Any compensation that Contractor receives from insurance carriers may differ depending on the market and the insurance product placed on County's behalf. Contractor may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Contractor. The County is not responsible for the payment of any such fees or commission described under this Section 3(g). The Contractor shall comply with any applicable industry standards related to conflicts of interests with respect to receipt of such fees or commission.

(g) Adjustment to Fees. County shall inform Contractor in the event that County's business operations change substantially, including the applicable risks insured. Under such circumstances, and where such changes could not have been reasonably anticipated by the parties to have occurred, County and Contractor will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Contractor hereunder, subject to the approval of an amendment to this Agreement.

(h) Taxes and Related Fees. Where applicable and to the extent that the County is not exempt from such fees or costs, insurance coverage placements and other services provided by Contractor under this Agreement may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, the County is responsible for the payment of such taxes and/or fees, which Contractor will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset by the County against fees or commissions due to Contractor by the County hereunder.

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 (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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) Protected Information. The Contractor acknowledges and agrees that all Information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it 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. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

(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 of 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) 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"), to the extent 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) Except for gross negligence and willful misconduct, Contractor's liability to the County for Losses arising from any negligent acts or omissions of Contractor related to the Services provided hereunder shall not exceed twenty million dollars ($20,000,000) in the aggregate.

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" 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 claim 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau on Contractor's General Liability and Workers' Compensation policies.

(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 cancellation of Contractor's General Liability coverage, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause

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

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

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (ill) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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.

4. 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. Administrative Service Charge. Unless exempted or excluded by law, 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 |

20. 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.

21. 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.

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

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

By: Richard Famiglietti

Name: Richard Famiglietti

Title: AREA PRESIDENT

Date: 6/1/2026

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 1 day of June in the year 2026 before me personally came Richard Fairgleth
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 President of Arthur J. Gallagher RMS
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.

Joann J. Sparacio
NOTARY PUBLIC

JOANN J SPARACIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6360887
Qualified in Nassau County
My Commission Expires 6/26/2029

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

**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:

i) 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.

ii) 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.

iii) 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 J. Famigletti (Name)

One Jericho Plaza, Suite 200, Jericho, NY 11753 (Address)

516.622.2475 (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.

June 3, 2026

Dated

Richard Famigletti

Signature of Chief Executive Officer

Richard J. Famigletti

Name of Chief Executive Officer

Sworn to before me this
3 day of June, 2026.

Joann J. Sparacio

Notary Public

JOANN J SPARACIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6360887
Qualified in Nassau County
My Commission Expires 4/24/2029

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Arthur J. Gallagher Risk Management Services, LLC**

**2. Amount requiring NIFA approval:** $6,600,000.00

**Amount to be encumbered:** $1,200,000.00

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: 05/01/2026 to 04/30/2031**

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 % | 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 an agreement with Arthur J. Gallagher Risk Management Services, LLC to act as the County's insurance broker to renew policies, provide consultation on risk exposure and obtain new insurance coverage as directed by the department,

**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 06/05/2026

***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:
Myvrose Chery [MYVROSE_CHERY@AJG.COM]

Dated: 05/01/2026 05:17:13 pm

Vendor: Arthur J. Gallagher Risk Management Services, LLC

Title: Client Service Supervisor

**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 R. Dina
   Date of birth: 12/31/1973
   Home address: 6633 Flushing Drive

| City: | College Grove | State/Province/ Territory: | TN | Zip/Postal Code: | 37046 |
|---|---|---|---|---|---|
| Country: | US | | | | |

Business Address: One Jericho Plaza, Suite 200

| City: | Jericho | State/Province/ Territory: | NY | Zip/Postal Code: | 11753 |
|---|---|---|---|---|---|
| Country | US | | | | |
| Telephone: | 5167450800 | | | | |

Other present address(es):

| City: | Jericho | State/Province/ Territory: | NY | Zip/Postal Code: | 11753 |
|---|---|---|---|---|---|
| Country: | US | | | | |
| Telephone: | 15166222419 | | | | |

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 | Area Senior Vice President, Senior Director – Public Entity Practice |
| Start Date | 01/01/2009 |

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, John R. Dina , 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 R. Dina , 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.

Arthur J. Gallagher Risk Management Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John R. Dina MYVROSE_CHERY@AJG.COM

Area Senior Vice President

Title

03/02/2026 01:45:20 pm

Date

# 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, 2020**

☐ **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 1-09761**

# ARTHUR J. GALLAGHER & CO.
(Exact name of registrant as specified in its charter)

| **DELAWARE** | **36-2151613** |
|---|---|
| **(State or other jurisdiction of incorporation or organization)** | **(I.R.S. Employer Identification Number)** |
| **2850 Golf Road**<br>**Rolling Meadows, Illinois** | **60008-4050** |
| **(Address of principal executive offices)** | **(Zip Code)** |

**Registrant's telephone number, including area code (630) 773-3800**

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, par value $1.00 per share | AJG | 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 Section 15(d) of the Act. 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 emerging growth company. See 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. 726(b)) by the registered public accounting firm that prepared or issued its audit report Yes ☒ No ☐.

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 the voting common equity held by non-affiliates of the registrant, computed by reference to the last reported price at which the registrant's common equity was sold on June 30, 2020 (the last day of the registrant's most recently completed second quarter) was $16,249,616,000.

The number of outstanding shares of the registrant's Common Stock, $1.00 par value, as of January 31, 2021 was 193,740,000.

**Documents incorporated by reference:** Portions of Arthur J. Gallagher & Co.'s definitive 2021 Proxy Statement are incorporated by reference into this Form 10-K in response to Part III to the extent described herein.

**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: 05/01/2026

1) Proposer's Legal Name: Arthur J. Gallagher Risk Management Services, LLC

2) Address of Place of Business: One Jericho Plaza, Suite 200

City: Jericho State/Province/ Territory: NY Zip/Postal Code: 11753

Country: US

Address: 2850 Golf Road

City: Rolling Meadows State/Province/ Territory: IL Zip/Postal Code: 60008

Country: US

Start Date: 01/01/2018 End Date:

Address: 377 Oak Street

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

Start Date: 01/01/1990 End Date: 03/31/2016

Address: One Jericho Plaza

City: Jericho State/Province/ Territory: NY Zip/Postal Code: 11753

Country: US

Start Date: 04/01/2016 End Date:

3) Mailing Address (if different): One Jericho Plaza

City: Jericho | State/Province/ Territory: NY | Zip/Postal Code: 11753

Country: US

Phone: (515) 745-0800

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

4) Dun and Bradstreet number: 005941018

5) Federal I.D. Number: 36-2102482

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:
Since The County is looking for all of our subsidiaries and affiliated companies, attached is our latest 10-K with the Exhibits.

1 File(s) uploaded: Form 10-K 2025.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.

| |
|---|
| All Gallagher employees are required to participate in an annual conflict of interest survey and disclose potential conflicts. |

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;

| |
|---|
| 12/10/1947 |

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.

| |
|---|
| Files attached. |

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

| |
|---|
| |

iv) State of incorporation (if applicable);

| |
|---|
| IL |

v) The number of employees in the firm;

| |
|---|
| 5156 |

vi) Annual revenue of firm;

| |
|---|
| 13940000000 |

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

76

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

AJG has been a vendor of Nassau County for several years.

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 Islip | | |
| Contact Person | John R. Dicioccio | | |
| Address | 655 Main Street | | |
| City | Islip | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 224-5550 | | |
| Fax # | | | |
| E-Mail Address | jdici@islipny.gov | | |

| | | | |
|---|---|---|---|
| Company | County of Suffolk | | |
| Contact Person | Leslie Baffa | | |
| Address | 100 Veterans Memorial Highway | | |
| City | Hauppauge | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 853-3227 | | |
| Fax # | | | |
| E-Mail Address | LBaffa@suffolkcountyny.gov | | |

| | | | |
|---|---|---|---|
| Company | Village of Garden City | | |
| Contact Person | Irene Woo | | |
| Address | 351 Stewart Avenue | | |
| City | Garden City | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 465-4000 | | |
| Fax # | (516) 465-4000 | | |
| E-Mail Address | IWoo@gardencityvillage.net | | |

I, Myvrose Chery , 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, Myvrose Chery , 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: Arthur J. Gallagher Risk Management Services, LLC

Electronically signed and certified at the date and time indicated by:
Myvrose Chery MYVROSE_CHERY@AJG.COM

Client Service Supervisor
Title

05/01/2026 05:45:58 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Arthur J. Gallagher Risk Management Services, LLC

Address: One Jericho Plaza

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

2. Entity's Vendor Identification Number: 36-2102482

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):

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.

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):

One Jericho Plaza

(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:
Myvrose Chery [MYVROSE_CHERY@AJG.COM]

Dated: 05/01/2026 05:47:09 pm

Title: Client Service Supervisor

**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.

STATE OF NEW YORK
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** |
|---|---|
| Arthur J. Gallagher Risk Management Services, LLC<br>One Jericho Plaza, Suite 200<br>Jericho, NY 11753 | **630-285-4122**<br><br>**1c. NYS Unemployment Insurance Employer Registration Number of Insured**<br>**50-420783**<br><br>**1d. Federal Employer Identification Number of Insured or Social Security Number**<br>36-2102482 |
| **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*** | |
| **2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)** | **3a. Name of Insurance Carrier**<br>**Arch Insurance Company**<br><br>**3b. Policy Number of entity listed in box "1a"**<br>**44WCI0501918**<br><br>**3c. Policy effective period**<br>**10/01/25 – 10/01/26** |
| Nassau County<br>1 West Street, 5th Floor<br>Mineola, NY 11501 | **3d. The Proprietor, Partners or Executive Officers are**<br>Check all that apply):<br>☒ **included.** **(Only check box if all partners/officers included)**<br>Check all that apply):<br>☐ **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: ___Drew Spradlin
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ Drew Spradlin _____ 03/02/26
(Signature) (Date)

Title:
Telephone Number of authorized representative or licensed agent of insurance carrier:
***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.*



Confidential Information

# 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.



Confidential Information

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)**

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC
2850 WEST GOLF ROAD
ROLLING MEADOWS, IL 60008

**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**

(630) 773-3800

**1c. Federal Employer Identification Number of Insured or Social Security Number**

362102482

**2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**

Nassau County
1 West Street, 5th Floor
Mineola, NY 11501

**3a. Name of Insurance Carrier**

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

**3b. Policy Number of Entity Listed in Box 1a**

LNY713665004

**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 03-02-2026 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY 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 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2025

**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 | CONTACT NAME: Direct All Inquiries to Email |
|---|---|
| Arthur J. Gallagher Risk Management Services, LLC<br>300 S Riverside Plaza Ste 1500<br>Chicago IL 60606 | PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: Chi_Certificates@ajg.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arch Insurance Company | 11150 |
| INSURER B : Arch Indemnity Insurance Company | 30830 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Arthur J. Gallagher, LLC
2850 West Golf Road
Rolling Meadows, IL 60008

**COVERAGES** **CERTIFICATE NUMBER:** 2145509291 **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**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | Y | | 41GPP4938418 | 10/1/2025 | 10/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B<br>A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N: N / N A | | 44WCI0501918<br>41WCI4938118 | 10/1/2025<br>10/1/2025 | 10/1/2026<br>10/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.

The Certificate holder is included as Additional Insured solely with respects to General Liability as evidenced herein as required by written contract per form 00 GL0596 00 04 10.
Coverage extends to Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza, Suite 200, Jericho, NY 11753.
Nassau County is included as additional insureds with respect to General Liability coverage as evidenced herein as required by written contract.

**CERTIFICATE HOLDER**

Nassau County
1 West Street, 5th Floor
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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:
Policy Number: 41GPP4938418
Named Insured: Arthur J. Gallagher, LLC
This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 10/01/2025

**BRUCE A. BLAKEMAN**
**COUNTY EXECUTIVE**

**ANDREW PERSICH**
**BUDGET DIRECTOR**

**OFFICE OF MANAGEMENT AND BUDGET**
1 West Street
Mineola, NY 11501

TO: Robert Cleary
Chief Procurement Officer
Purchasing and Contracts

FROM: Chris Nolan
Senior Deputy Director
Office of Management and Budget

DATE: June 04, 2026

SUBJECT: Delay Memo - Insurance Broker of Record - Arthur J Gallagher

---

The Office of Management and Budget initiated the solicitation earlier this year and established a schedule within the Request for Proposals that would have avoided any gap in the subject services. However, after consultation with the Procurement Compliance Office, the committee had to re-evaluate all of the proposals after it had initially excluded two of the six respondents for lack of a notarized Appendix L.

Certified: --

**E-84-26**

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JULY 6, 2026
10:28 AM

## NIFS ID: CQAT26000018

Capital:

Contract ID #: **CQAT26000018**

NIFS Entry Date: **06/01/2026**

## Department: County Attorney

Service: **Special Counsel (Ellis)**

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: **Sheharyar Ali Law Group, P.C.** | ID#:**990728923** |
| Main Address: **877 N Corona Ave Valley Stream, NY 11580** | |
| Main Contact: **Sheharyar Ali** | |
| Main Phone: **(516) 734-1354** | |

| **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 Sheharyar Ali Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as Christopher Ellis v. County of Nassau, Detective Richard Wells, Detective George Pierce, Detective Robert Winter, Detective Robert J. Shaw, Detective John Comiskey, the Estate of Detective John Comiskey and John Doe, Docket No. 26-cv-02041 (LGD).

**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. Four (4) 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 $600,750. 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 #: AT0330-2211

Advertised On: 03/30/2022

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2022

Number of proposals received: 13

Evaluation Committee members: Laurel Kretzing, Lisa LoCurto, John Hiller, Brian Libert, Seth Blau, Jose Lopez

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 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 |
|---|---|---|---|---|---|---|---|---|
| GEN | 10 | 1100 | DE | ATGEN1100 | DE502 | ATGEN1100 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 | 06/08/2026 05:10PM | Approved |
| NIFS Final Approval | Mary Nori | 06/08/2026 05:11PM | Approved |
| Final Approval | Mary Nori | 06/08/2026 05:11PM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 06/10/2026 11:34AM | Approved |
| RE & Insurance Verification | Julie Silverstein | 06/10/2026 11:34AM | Approved |
| NIFS Approval | Mary Nori | 06/11/2026 03:33PM | Approved |
| Final Approval | Mary Nori | 06/11/2026 03:33PM | Approved |
| **OMB** | | | |
| NIFS Approval | Raquel Rosen | 06/09/2026 09:39AM | Approved |
| NIFA Approval | Irfan Qureshi | 06/09/2026 04:14PM | Approved |
| Final Approval | Irfan Qureshi | 06/09/2026 04:14PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 06/11/2026 03:51PM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/18/2026 05:06PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/03/2026 01:32PM | Approved |
| Final Approval | Arthur Walsh | 07/03/2026 01:32PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 07/03/2026 04:31PM | 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 SHEHARYAR ALI LAW GROUP, P.C.

WHEREAS, the County has negotiated a personal services agreement with Sheharyar Ali Law Group, P.C., to provide professional 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 an agreement with Sheharyar Ali Law Group, P.C.

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) **Sheharyar Ali Law Group, P.C.,** with an office located at 877 N. Corona Avenue, Valley Stream, NY 11550 ("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 *Christopher Ellis v. County of Nassau, Detective Richard Wells, Detective George Pierce, Detective Robert Winter, Detective Robert J. Shaw, Detective John Comiskey, the Estate of Detective John Comiskey and John Doe,* Docket No. 26-cv-02041 (LGD), a matter that involves an overturned conviction and acquittal (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 Six Hundred Thousand Seven Hundred Fifty Dollars ($600,750.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

| | | |
|---|---|---|
| (i) | Partner: | $250.00 |
| (ii) | Paralegal/Law Clerk: | $85.00 |

(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.

**SHEHARYAR ALI LAW GROUP, P.C.**

By: _____

Name: Sheharyar Ali

Title: Owner

Date: 5/19/26

**NASSAU COUNTY**

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: May 27, 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 19th day of May in the year 2026 before me personally came Sheharyah Ali 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 owner of Sheharyah Ali Law Group, P.C., 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

Ronald J. Ferraro
Notary Public, State of New York
Reg. No. 02FE6237432
Qualified in Nassau County
Commission Expires March 21, 2027

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

On the 27th day of May 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

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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:

   Sheharyar Ali (Name)

   877 N Corona Ave, Valley Stream NY 11580 (Address)

   516-734-1354 (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 ✓ 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.

5/19/26
Dated

Signature of Chief Executive Officer

Shehargar Ali
Name of Chief Executive Officer

Sworn to before me this

19th day of May, 2026.

Notary Public

Ronald J. Ferraro
Notary Public, State of New York
Reg. No. 02FE6237432
Qualified in Nassau County
Commission Expires March 21, 2027

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Sheharyar Ali Law Group, P.C.**

**2. Amount requiring NIFA approval:** $600,750.00

**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 Contract required immediate representation of the County.

**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 Sheharyar Ali Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as Christopher Ellis v. County of Nassau, Detective Richard Wells, Detective George Pierce, Detective Robert Winter, Detective Robert J. Shaw, Detective John Comiskey, the Estate of Detective John Comiskey and John Doe, Docket No. 26-cv-02041 (LGD).

**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 06/09/2026

***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 [X] NO [ ] If yes, to what campaign committee?

Nassau County Republican Committee - $175 donated on September 10, 2024
Committee to Elect John Tufarelli - $250 donated on 4/12/24
Friends of Ian Bergstorm - $125 donated on 10/02/2024
Elmont West Club Political Action Committee - $200 donated on 10/24/24
Nassau County Republican Committee - $175.00 donated on 10/28/24
Nassau County Republican Committee - $1,000 donated on January 3, 2025
Nassau County Republican Committee - $250 on March 11, 2025
Nassau County Republican Committee - $175.00 on April 18, 2025
Nassau County Republican Committee - $350 on June 12, 2025

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali [ALI@SALAWPC.COM]

Dated: 01/29/2026 09:38:25 pm

Vendor: Sheharyar Ali Law Group P.C.

Title: 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: Sheharyar Ali
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 877 N Corona Ave

| | | | | | |
|---|---|---|---|---|---|
| City: | Valley Stream | State/Province/ Territory: | NY | Zip/Postal Code: | 11580 |
| Country | US | | | | |
| Telephone: | 516-734-1354 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | Valley Stream | State/Province/ Territory: | | Zip/Postal Code: | 11580 |
| Country: | US | | | | |
| Telephone: | 5167341354 | | | | |

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 01/16/2024 | 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.
I am the owner of the business.

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

Sheharyar Ali Law Group P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali ALI@SALAWPC.COM

President

Title

01/29/2026 09:40:44 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: 05/21/2026

1) Proposer's Legal Name: Sheharyar Ali Law Group, P.C.

2) Address of Place of Business: 877 N Corona Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

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: none

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:
1. Law Office of Robert O'Brien

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.

n/a

(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.

Firm founder was previously a Deputy County Attorney.

(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.

n/a

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.

Through conflict check through a County approved third party vendor.

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;

01/05/2024

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.

Owner - Sheharyar Ali - [redacted]

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

Owner - Sheharyar Ali - [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

litigation firm focusing on commercial litigation, civil defense, and personal injury. Owner of firm took 7 cases to verdict in the last year.

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

B. Indicate number of years in business.

2

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

Former prosecutor and deputy county attorney with extensive litigation experience in federal and state courts.

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 | Nassau County Attorney's Office | | |
| Contact Person | Victoria LaGreca | | |
| Address | 1 West St | | |
| City | Mineola | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 965-5425 | | |
| Fax # | | | |
| E-Mail Address | vlagreca@nassaucountyny.gov | | |

| | | | |
|---|---|---|---|
| Company | Sullivan Papain Block McManus Coffinas & Cannavo P.C. | | |
| Contact Person | Michael P. Napolitano | | |
| Address | 1140 Franklin Avenue, Suite 200 | | |
| City | Garden City | State/Province/Territory | NY |

| | | | |
|---|---|---|---|
| Country | US | | |
| Telephone | (631) 921-7326 | | |
| Fax # | | | |
| E-Mail Address | mnapolitanoesq@gmail.com | | |

| | | | |
|---|---|---|---|
| Company | Nassau County Courts | | |
| Contact Person | Maria Boultadakis | | |
| Address | 100 Supreme Court Drive | | |
| City | Mineola | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 528-0071 | | |
| Fax # | | | |
| E-Mail Address | Mboultadakis@nycourts.gov | | |

| | | | |
|---|---|---|---|
| Company | Brooklyn District Attorney's Office | | |
| Contact Person | Andrea Orlando | | |
| Address | 350 Jay Street | | |
| City | Brooklyn | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (917) 242-7151 | | |
| Fax # | | | |
| E-Mail Address | Orlandoa@brooklynda.org | | |

I, Sheharyar Ali , 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, Sheharyar Ali , 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: Sheharyar Ali Law Group P.C.

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali ALI@SALAWPC.COM

President
Title

05/21/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Sheharyar Ali Law Group, P.C.

Address: 877 N Corona Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

2. Entity's Vendor Identification Number: [redacted]

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):

| | | | | | |
|---|---|---|---|---|---|
| First Name | Sheharyar | | | | |
| Last Name | Ali | | | | |
| MI | | Suffix | | | |
| Address | 1035 Seawane Dr | | | | |
| City | Valley Stream | State/Province/ Territory: | NY | Zip/Postal Code: | 11580 |
| 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.

none // sole owner

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):

n/a

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

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

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali [ALI@SALAWPC.COM]

Dated: 01/29/2026 09:42:06 pm

Title: President

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

# Certificate of 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, Sheharyar Ali 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: Sheharyar Ali Law Group, P.C.

Vendor's Address: 877 N Corona Ave Valley Stream NY US 11580

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 01/29/2026 09:38:25 pm

Lobbyist Registration and Disclosure Form: 01/29/2026 09:27:56 pm

Business History Form certified: 05/21/2026 10:24:07 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/29/2026 09:42:06 pm

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Sheharyar Ali [ALI@SALAWPC.COM] |
| Date Certified | 01/29/2026 09:40:44 pm |

I, Sheharyar Ali 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."

Sheharyar Ali ALI@SALAWPC.COM

*Name*

President

*Title*

Sheharyar Ali Law Group, P.C.

*Name of Submitting Entity*

05/21/2026 10:43:58 am

*Date*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

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: Kevin Shakil | |
|---|---|---|
| Tekbytes Insurance Brokerage<br>25 Melville Park Road Ste 84<br>Melville, NY 11747 | PHONE (A/C, No, Ext): 917-690-4067 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Sheharyar Ali<br>Sheharar Ali Law Group<br>877 N Corona Ave<br>Valley Stream, NY 11580 | INSURER A : State National Insurance Company | 12831 |
| | INSURER B : Travelers Insurance Company | 3548 |
| | 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | NXT9LLH7V9-01-BP | 02/11/2026 | 02/11/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,00,000.00<br>$ 10,000.00<br>$ 15,000.00<br>$ 1,000,000.00<br>$ 2,000,000.00<br>$ 2,000,000.00<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| B | Professional Liability | | | 108033522 | 04/16/2026 | 04/16/2027 | Coverage Limit<br>Aggregate | 1,000,000.00<br>1,000,000.00 |

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

The Certificate Holder is Nassau County. This Certficate Holder is an Additional Insured on the General Liability coverage in the Business Owner's Policy per the Additional
Insured Automatic Status Endorsement. The General Liability coverage of the Business Owner's Policy applies for Legal Service operations. All Certificate holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Nassau County
1 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

Kevin Shakil

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SHEHARYAR ALI LAW GROUP
TRUSTED LEGAL PARTNERS

***Attorneys and Counselors at Law***
877 N Corona Ave, Valley Stream, New York 11550
Phone: 516-734-1354 | Email: ali@salawpc.com
https://salawpc.com

April 14, 2025

To whom it may concern,

Our firm does not have worker's compensation coverage or New York State Disability and Paid Family leave insurance.

I am the sole owner of the corporation, owning all the stock and holding all the offices of the corporation.

In addition, there are no employees that are employed with the firm.

Respectfully,

Sheharyar Ali

**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 8, 2026**

**SUBJECT:** **Delay Memo – Sheharyar Law Group, P.C.**

The purpose of this memo is to explain the delay with processing a new contract between the County and Sheharyar Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the *Christopher Ellis v. County of Nassau, Detective Richard Wells, Detective George Pierce, Detective Robert Winter, Detective Robert J. Shaw, Detective John Comiskey, the Estate of Detective John Comiskey and John Doe,* Docket No. 26-cv-02041 (LGD) case.

Counsel's services in this matter commenced on May 5, 2026. Counsel executed their agreement on May 19, 2026, and completed the business history form and the certificate of no change on May 21, 2026. After confirming all was complete, we immediately began preparing and uploading the contract package for the required County approvals.

I trust this memorandum satisfies your inquiry, however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

**MARY J. NORI**
**Assistant County Attorney**

Certified: --

**E-85-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
10:30 AM

## NIFS ID: CQAT26000012

Capital:

Contract ID #: **CQAT26000012**

NIFS Entry Date: **04/20/2026**

## Department: County Attorney

Service: **special counsel (NYS Rifle & Pistol Assoc. Inc.)**

Term: **March 23, 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: **Goldberg Segalla LLP** | ID#:**161603155** |
| Main Address: **665 Main Street**<br>**Buffalo, NY 14203** | |
| Main Contact: **Maureen Newell** | |
| Main Phone: **(716) 844-3448** | |

| **Department:** |
|---|
| Contact Name: **Mary Nori** |
| Address: **1 West Street**<br>**Mineola, New York 11501** |
| Phone: **(516) 571-6083** |
| Email:<br>**hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov** |

# Contract Summary

**Purpose:** This is a new contract with Goldberg Segalla LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as New York State Rifle & Pistol Association, Inc., et al., v. Steven G. James, in his official capacity as Acting Superintendent of the New York State Police, et. al., Docket No. 1:22-cv-00907 (MAD/PJE).

**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 March 5, 2026, a total of forty-five (45) law firms qualified in the area of Municipal Defense were solicited from the Special Counsel Panel. Three (3) firms responded. After reviewing several factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling appeals cases for municipalities. Based on the committee's analysis, 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 will be $132,750. The partial encumbrance will be $66,375.

**Change in Contract from Prior Procurement:** This is a new contract.

**Method of Source Selection:**

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1927

Advertised On: 04/25/2019

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 06/03/2019

Number of proposals received: 16

Evaluation Committee members: Laurel Kretzing, Brian Libert, Conal Denion, Christopher Nicolino

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 was from the result of a streamlined mini-bid solicitation using the established Panel of law firms. The vendor was found 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 |
|---|---|---|---|---|---|---|---|---|
| GEN | 10 | 1100 | DE | ATGEN1100 | DE502 | ATGEN1100 DE502 | 01 | $66,375.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$66,375.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $66,375.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$66,375.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Mary Nori | 05/20/2026 01:51PM | Approved |
| NIFS Final Approval | Mary Nori | 05/20/2026 01:52PM | Approved |
| Final Approval | Mary Nori | 05/20/2026 01:52PM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 05/21/2026 02:46PM | Approved |
| RE & Insurance Verification | Julie Silverstein | 05/21/2026 02:46PM | Approved |
| NIFS Approval | Mary Nori | 05/21/2026 05:29PM | Approved |
| Final Approval | Mary Nori | 05/21/2026 05:29PM | Approved |
| **OMB** | | | |
| NIFS Approval | Raquel Rosen | 05/20/2026 02:21PM | Approved |
| NIFA Approval | Irfan Qureshi | 05/21/2026 01:53PM | Approved |
| Final Approval | Irfan Qureshi | 05/21/2026 01:53PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 05/22/2026 10:33AM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/11/2026 05:07PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/03/2026 01:32PM | Approved |
| Final Approval | Arthur Walsh | 07/03/2026 01:32PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 07/03/2026 04:45PM | 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 GOLDBERG SEGALLA LLP

WHEREAS, the County has negotiated a personal services agreement with Goldberg Segalla LLP, to provide professional 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 an agreement with Goldberg Segalla 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) **Goldberg Segalla LLP,** with an office located at 200 Garden City Plaza, Suite 520, Garden City, New York 11530-3203 ("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 March 23, 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 *New York State Rifle & Pistol Association, Inc., et. al., v. Steven G. James, in his official capacity as Acting Superintendent of the New York State Police, et. al.*, Docket No. 1:22-cv-00907 (MAD/PJE), a §1983 case filed in the Northern District of New York (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 One Hundred Thirty-Two Thousand Seven Hundred Fifty Dollars ($132,750.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

| | | |
|---|---|---|
| (i) | Partner: | $250.00 |
| (ii) | Associate: | $225.00 |
| (iii) | Paralegal: | $120.00 |

(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 Sixty-Six Thousand Three Hundred Seventy-Five Dollars ($66,375.00). 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.

**GOLDBERG SEGALLA LLP**

By: _____

Name: Christopher J. Belter

Title: COO/partner

Date: 3/31/26

**NASSAU COUNTY**

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: April 2, 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 31 day of March in the year 2026 before me personally came Christopher J. Belter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the COO/Partner of Goldberg Segalla 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.

Tanya M Kaiser
NOTARY PUBLIC

TANYA M. KAISER
Notary Public, State of New York
Registration No. 01KA6445551
Qualified in Niagara County
Commission Expires December 27, 2026

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

On the 2nd day of April 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

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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:

Christopher J. Belter _____ (Name)

[redacted] _____ (Address)

[redacted] _____ (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 __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.

3/31/26
Dated

Signature of Chief Executive Officer

Christopher J. Belter
Name of Chief Executive Officer

Sworn to before me this

31 day of March, 2026

Tanya M Kaiser
Notary Public

TANYA M. KAISER
Notary Public, State of New York
Registration No. 01KA6445551
Qualified in Niagara County
Commission Expires December 27, 2026

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Goldberg Segalla LLP**

**2. Amount requiring NIFA approval:** $132,750.00

**Amount to be encumbered:** $66,375.00

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 March 23, 2026 to completion**

Has work or services on this contract commenced? Yes

If yes, please explain: Services in contract required immediate assistance and representation by Counsel.

**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 Goldberg Segalla LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as New York State Rifle & Pistol Association, Inc., et al., v. Steven G. James, in his official capacity as Acting Superintendent of the New York State Police, et. al., Docket No. 1:22-cv-00907 (MAD/PJE).

**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 05/21/2026

***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: June 10, 2026

RE: Adverse Information Memo for Goldberg Segalla LLP

An online search found a news article that mentions Goldberg Segalla LLP (the "Firm") was sanctioned nearly $60,000 after an attorney had used ChatGPT (against Firm policy) for an Illinois court case filing dated June 18, 2025.

Following an investigation by the firm, the attorney was terminated and reported to the attorney disciplinary board in Illinois. In addition, the firm's policies and training on AI use have been updated, and management reinforced with staff that AI use for legal research will not be tolerated.

Because the Firm took decisive corrective action, the County Attorney's Office is comfortable continuing to engage Goldberg Segalla LLP.

Public

Hedge funds have gutted local news across America. Chicago is fighting back.

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THE WATCHDOGS MONEY NEWS

# Attorney and law firm for CHA sanctioned nearly $60,000 for using ChatGPT in court case

The law firm Goldberg Segalla was defending the Chicago Housing Authority in a 2022 lawsuit that accused the agency of sickening two children with lead poisoning at a Rogers Park apartment building.

By Lizzie Kane | Dec 9, 2025, 6:00am EDT

Attorney Larry Mason of Goldberg Segalla (right) at the Daley Center after an October hearing regarding a former Goldberg Segalla employee's use of AI in a court case. | Zubaer Khan / Sun-Times

**The Sun-Times is a nonprofit newsroom.**
We rely on our readers to fund our work. This keeps us accountable to you, not hedge funds or politicians.

DO

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A lawyer hired by the Chicago Housing Authority revealed this summer that she used ChatGPT and failed to check her work, when defending the housing authority in a lawsuit involving the poisoning of two children by lead paint.

Now, her former law firm and the lawyer who signed off on the legal motion that cited a fake court case are being sanctioned.

Cook County Circuit Judge Thomas Cushing sanctioned Larry Mason and his law firm Goldberg Segalla on Friday, Mason for $10,000 and the firm $49,500, for improper use of artificial intelligence and false misrepresentations to the court.

The CHA and the lawyer who improperly used AI, Danielle Malaty, weren't penalized for the error.

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Malaty was fired from Goldberg Segalla in Ju
Group. She was handed a $10 sanction in Ju
court filings contained 12 hallucinated case c

Goldberg Segalla's conduct was "a serious fa

"The court's focus here is not the misuse of a
legal research and drafting. It is the inexcusable submission of false authority and factual arguments to the court, the subsequent misrepresentations about the extent of the improper conduct, and the failure to take prompt responsibility for errors once discovered," Cushing wrote. "The obligations on officers of the court at issue here

precede by centuries the age of electronic research and artificial intelligence."

Mason didn't respond to a request for comment. Malaty's attorney, Daniel Meyer, didn't respond to a request for comment.

A jury decided in January that the agency was responsible for the lead poisoning of two children. The CHA was ordered to pay more than $24 million, including past and future damages, to the two residents who sued on behalf of their children.

On Friday, the judge granted the plaintiffs an additional $8 million for attorney's fees, bringing the total owed by the CHA to $32.2 million, court records show. The CHA didn't respond to a request for comment on how it will pay the plaintiffs.

The judge also threw out the CHA's post-trial motion, which sought a verdict in its favor, a new trial on liability or a new trial on damages or to lower the verdict, court records show.

The CHA is "reviewing the court's opinion and evaluating our options going forward," Matthew Aguilar, a CHA spokesperson, said in an emailed statement.

"The Chicago Housing Authority remains aware of the serious and lasting effects lead exposure can have on a child's life and we are committed to transparency and action as we work to provide safe, healthy homes for every resident," he said.

In the past two decades, the CHA's redevelopment and renovation efforts have included "extensive modernization work aimed at addressing historical lead hazards," Aguilar said.

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The housing authority created a new division concerns and hazards for residents. The divi lead-based paint hazards as they build out th

As of November, the CHA said it had abated lead hazards inside 66 units and performed additional lead abatement work in common spaces of buildings to benefit a total of 116 units.

## 'Regrettable situation'

At an October hearing regarding the sanctions, an attorney representing Goldberg Segella called the briefing issue "a regrettable situation" and apologized on behalf of his clients to the court and others involved. He argued, along with the Malaty's attorney, that sanctions shouldn't be issued. Malaty was not present at the October hearing.

Goldberg Segalla first apologized for the error in a June 18 court filing, calling it a "serious lapse in professionalism."

"An exhaustive investigation revealed that one attorney, in direct violation of Goldberg Segalla's AI use policy, used AI technology and failed to verify the AI citation before including the case and surrounding sentence describing its fictitious holding," Mason said in the filing.

Mason, lead counsel in the lead paint case, said "several contributors" supported him while preparing the motion. He also said the investigation found "no intent to deceive the Court" and no other attorneys at the firm were aware of the improper citation.

Goldberg Segalla has since implemented "firm-wide measures to re-educate its attorneys" on its AI use policy, the June filing said, and "established preventative measures."

The CHA's Chief Legal Officer Elizabeth Silas sent Mason a letter in July thanking him for bringing the AI issue to the agency's attention and for apologizing for the error, the Chicago Tribune reported in July.

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"As you know, CHA expects its outside couns
responsible and ethical standards," Silas wro
recognizes this unfortunate error and recogn
actions to investigate, accept responsibility, a
note, however, that depending on the Court's
and reserves the right to take additional appropriate action to protect its interests."

The CHA, the third-largest public housing authority in the country, serves more than

65,000 households and is the largest single owner of rental housing in the city with more than 21,000 housing units.

At a July special hearing, called by the court to hear more about the AI error, Malaty told the judge she didn't think ChatGPT could create fictitious legal citations and didn't check to ensure the motion was accurate. Three other Goldberg Segalla attorneys then reviewed the draft motion — including Mason, who served as the final reviewer — as well as the CHA's in-house counsel, before it was filed with the court.

"I find all of this very unfortunate," Malaty said in the hearing. "At no point did I have any intent to deceive the court."

Mason told the judge in July that because of his repeated losses when arguing before the court during the January trial, he was "very hands off" with the post-trial motion because the case "needed a fresh perspective away from me." He said he wasn't expected to check the 58 cases cited in the motion and is "personally disgusted" and "embarrassed" by what happened, calling the mistake "horrific."

Matthew Sims, an attorney for the plaintiffs, said in a written statement Monday: "We are not surprised that the Court affirmed the jury's verdicts in this case. In the end, justice has been served. We are, however, disappointed that the CHA and its legal team went to such great lengths to try and take away that jury's justice."

Goldberg Segalla has billed the CHA more than $1.1 million for legal services between March 2024 and July 2025, according to records obtained through a public records request. The housing authority previ

Welcome to Home Court at the Obama Presider Read More

or expenses related to the AI issue.

In January 2022, Shanna Jordan, mother of
Collins, mother of Amiah Collins, now 7, sue
Management Group and Environmental Desi
knew their unit had lead-based paint and the
poisoning" while living at 7715 N. Marshfield Ave. The Rogers Park property is owned by the CHA.

The lawsuit said the agency knew the property had lead-based paint since 1992 and

faced city code violations in the early 2000s because of the hazard.

Environmental Design had conducted an inspection for lead-based paint in 2017, on behalf of the housing authority, and found lead-based paint, the suit said. Environmental Design settled with the plaintiffs prior to the trial.

Habitat and East Lake Management, who had managed the CHA-owned property, were found not liable for the children's injuries. The companies settled with the plaintiffs in 2025 for much smaller amounts, $200,000 and $400,000, respectively.

Habitat then sued the CHA and two of its attorneys in February for an alleged breach of contract and legal malpractice over the agency's handling of the lead poisoning lawsuit. A few months prior to the January ruling, Habitat had terminated all of its management agreements with the housing authority, covering 16 buildings and approximately 3,400 units of public housing.

This wasn't the first time the CHA approved housing for residents who were later diagnosed with lead poisoning. Dozens of children were found to have been poisoned by brain-damaging lead while living in homes and apartments declared safe by the housing authority, a 2017 Chicago Tribune investigation found.

RELATED

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**Fed-up CHA tenants push city to rehab squalid apartments**

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**CHA, developers mark end of Henry Horner Hom**

**Former Ald. Walter Burnett unlikely to lead CHA,**

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CS★T **Lizzie Kane**
Chicago Sun-Times • Contributor

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:
Maureen NEwell [MNEWELL@GOLDBERGSEGALLA.COM]

Dated: 04/06/2026 01:19:29 pm

Vendor: Goldberg Segalla LLP

Title: VP of Client Intake &Billing Operations

**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: Christopher Belter

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 665 Main Street

City: Buffalo State/Province/ Territory: NY Zip/Postal Code: 14203

Country US

Telephone: 7165665400

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: 04/01/2020

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

Equity partner

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, Christopher Belter , 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, Christopher Belter , 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.

Goldberg Segalla LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Belter CBELTER@GOLDBERGSEGALLA.COM

COO

Title

04/23/2026 03:44:50 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: 04/06/2026

1) Proposer's Legal Name: Goldberg Segalla LLP

2) Address of Place of Business: 665 Main Street

City: Buffalo State/Province/ Territory: NY Zip/Postal Code: 14203

Country: US

Address: 1037 Raymond Boulevard | Suite 1010

City: Newark State/Province/ Territory: NJ Zip/Postal Code: 07102

Country: US

Start Date: 01/01/2016 End Date:

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Address: 111 S. Calvert Street | Suite 2000

City: Baltimore State/Province/ Territory: MD Zip/Postal Code: 21202

Country: US

Start Date: 05/06/2019 End Date:

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Address: 148 Leadenhall Street

City: London State/Province/ Territory: Zip/Postal Code:

Country: GB

Start Date: 01/01/2013 End Date:

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Address: 1700 Market Street | Suite 1418

| | | | | | |
|---|---|---|---|---|---|
| City: | Philadelphia | State/Province/ Territory: | PA | Zip/Postal Code: | 19103 |
| Country: | US | | | | |
| Start Date: | 01/01/2008 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 2 State Street \| Suite 1200 | | | | |
| City: | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14614 |
| Country: | US | | | | |
| Start Date: | 01/01/2004 | | | End Date: | 04/14/2023 |

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|---|---|---|---|---|---|
| Address: | 200 Garden City Plaza \| Suite 520 | | | | |
| City: | Garden City | State/Province/ Territory: | NY | Zip/Postal Code: | 11530 |
| Country: | US | | | | |
| Start Date: | 05/09/2011 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 200 Garden City Plaza \| Suite 520 | | | | |
| City: | Garden City | State/Province/ Territory: | NY | Zip/Postal Code: | 11530 |
| Country: | US | | | | |
| Start Date: | 01/01/2007 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 221 W. 10th St \| Suite 412 | | | | |
| City: | Wilmington | State/Province/ Territory: | DE | Zip/Postal Code: | 19801 |
| Country: | US | | | | |
| Start Date: | 11/04/2024 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 222 West Adams St. \| Suite 2250 | | | | |
| City: | Chicago | State/Province/ Territory: | IL | Zip/Postal Code: | 60606 |
| Country: | US | | | | |
| Start Date: | 01/01/2014 | | | End Date: | |

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|---|---|---|---|---|---|
| Address: | 2600 Michelson Drive \| Suite 100 | | | | |
| City: | Irvine | State/Province/ | CA | Zip/Postal | 92612 |

| | | | | | |
|---|---|---|---|---|---|
| | | Territory: | | Code: | |
| Country: | US | | | | |
| Start Date: | 07/01/2018 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 301 Carnegie Center Drive \| Suite 200 | | | | |
| City: | Princeton | State/Province/ Territory: | NJ | Zip/Postal Code: | 08540 |
| Country: | US | | | | |
| Start Date: | 09/01/2006 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 3400 W. Riverside Drive\| suite 620 | | | | |
| City: | Burbank | State/Province/ Territory: | CA | Zip/Postal Code: | 91505 |
| Country: | US | | | | |
| Start Date: | 11/10/2025 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 50 Main Street \| Suite 425 | | | | |
| City: | White Plains | State/Province/ Territory: | NY | Zip/Postal Code: | 10606 |
| Country: | US | | | | |
| Start Date: | 01/01/2004 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 500 Enterprise Drive\| Suite 402 | | | | |
| City: | Hartford | State/Province/ Territory: | CT | Zip/Postal Code: | 06103 |
| Country: | US | | | | |
| Start Date: | 01/01/2009 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 500 S. Australian Avenue \| Suite 1000 | | | | |
| City: | West Palm Beach | State/Province/ Territory: | FL | Zip/Postal Code: | 33401 |
| Country: | US | | | | |
| Start Date: | 09/01/2021 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 5786 Widewaters Parkway | | | | |
| City: | Syracuse | State/Province/ Territory: | NY | Zip/Postal Code: | 13214 |

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|---|---|---|---|---|---|
| Country: | US | | | | |
| Start Date: | 03/01/2006 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 611 Gateway Blvd \|}Suite 120 | | | | |
| City: | San Francisco | State/Province/ Territory: | CA | Zip/Postal Code: | 94080 |
| Country: | US | | | | |
| Start Date: | 09/01/2021 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 70 Linden Oaks\| Suite 110 | | | | |
| City: | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14625 |
| Country: | US | | | | |
| Start Date: | 04/03/2023 | | | End Date: | |

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|---|---|---|---|---|---|
| Address: | 70 Linden Oaks\| Suite 110 | | | | |
| City: | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14625 |
| Country: | US | | | | |
| Start Date: | 04/03/2023 | | | End Date: | |

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|---|---|---|---|---|---|
| Address: | 701 Green Valley Road \| Suite 310 | | | | |
| City: | Greensboro | State/Province/ Territory: | NC | Zip/Postal Code: | 27408 |
| Country: | US | | | | |
| Start Date: | 03/01/2015 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 711 3rd Avenue \| Suite 1900 | | | | |
| City: | Manhattan | State/Province/ Territory: | NY | Zip/Postal Code: | 14201 |
| Country: | US | | | | |
| Start Date: | 01/01/2010 | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 777 Tower \| 777 S. Figueroa Street \| Suite 2000 | | | | |
| City: | Los Angeles | State/Province/ Territory: | NY | Zip/Postal Code: | 90017 |
| Country: | US | | | | |

Start Date: 01/01/2018 End Date:

Address: 8 Southwoods Boulevard | Suite 300

City: Albany State/Province/Territory: NY Zip/Postal Code: 12211

Country: US

Start Date: 01/01/2003 End Date:

Address: 8000 Maryland Avenue | Suite 640

City: St. Louis State/Province/Territory: MO Zip/Postal Code: 63105

Country: US

Start Date: 02/01/2015 End Date:

Address: 801 Brickell Ave | 8th Floor

City: Miami State/Province/Territory: FL Zip/Postal Code: 33131

Country: US

Start Date: 01/01/2021 End Date:

Address: One City Plaza | 421 Fayetteville St. | Suite 1210

City: Raligh State/Province/Territory: NC Zip/Postal Code: 27601

Country: US

Start Date: 08/01/2016 End Date:

Address: One Orlando Centre | 800 North Magnolia Avenue | Suite 1201

City: Orlando State/Province/Territory: FL Zip/Postal Code: 32803

Country: US

Start Date: 04/01/2015 End Date:

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: 032-69-1169

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 [ ] 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.

All conflict checks are conducted in our conflicts system which accesses firm information including client names, matter names, and parties. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest re

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;

04/19/2001

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.

| Name | Main Office | Office Address |
|---|---|---|
| Akpan, Imoh E | Baltimore | 111 South Calvert Street, Suite 2000, Baltimore, MD, 21202 |
| Appelbaum, Michael E | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Belter, Christopher J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Brown, Marc W | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| D'Aquino, Albert J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Glascott, Michael T | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Gruber, Damon M | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Hanna, Joseph M | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Kingsley, Jeffrey L | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Possenti, Cheryl A | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Welter, Joseph J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Borg, Emily E | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| Mason, Larry D | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| O'Connell, David J | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| McKinley, Sean J | Garden City | 200 Garden City Plaza, Suite 520, Garden City, NY, 11530 |
| Brown, David L | Greensboro | 701 Green Valley Road, Suite 310, Greensboro, NC, 27408 |
| Schweitzer, Michael D | Hartford | 500 Enterprise Drive, Suite 402, Rocky Hill, CT, 06067 |
| Mastro, Thomas P | Los Angeles | 3400 W. Riverside Drive, Suite 620, Burbank, CA, 91505 |
| Mazzara, Stephen C | Los Angeles | 3400 W. Riverside Drive, Suite 620, Burbank, CA, 91505 |
| Biging, Peter J | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Grillo, Emilio F | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |

| | | |
|---|---|---|
| Oliva, Joseph A | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Parker, John F | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Scholz, Andrew J | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Buermann, George H | Newark | 1037 Raymond Boulevard, Suite 1010, Newark, NJ, 07102 |
| Cavallo, Christian A | Newark | 1037 Raymond Boulevard, Suite 1010, Newark, NJ, 07102 |
| Roberts, Joshua J | Orange County | 2600 Michelson Drive, Suite 900, Irvine, CA, 92612 |
| Mackinnon, R. Gavin | Orlando | 800 North Magnolia Avenue, Suite 450, Orlando, FL, 32803 |
| Cagnoli Jr., Joseph | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Capobianco, Christina L | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Hamilton, Michael A | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Marrone, Matthew S | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Ziss, Jonathan S | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Berdzik, Caroline J | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Hanlon Jr., Robert M | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| McConnell, John M | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Omoloyin, Esther F | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Osterman, David S | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Unwin, S. Philip | Rochester | 70 Linden Oaks, Suite 110, Rochester, NY, 14625 |
| Allen, John M | St. Louis | 8000 Maryland Avenue, Suite 640, St. Louis, MO, 63105 |
| Alweis, Kenneth M | Syracuse | 5786 Widewaters Parkway, Syracuse, NY, 13214 |
| Janis, Rodney J | West Palm Beach | 500 S. Australian Avenue, Suite 1000, West Palm Beach, FL, 33401 |

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

Our list of equity partners is included in ii above.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1025

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see our website - www.goldbergsegalla.com

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

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.

N/A

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 | County of Schenectady | | |
| Contact Person | Christopher Gardner, Esq. | | |
| Address | 620 State St | | |
| City | Schenectady | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (518) 388-4700 | | |
| Fax # | | | |
| E-Mail Address | chris.gardner@schenectadycounty.com | | |

| | | | |
|---|---|---|---|
| Company | County of Albany | | |
| Contact Person | Yorden Huban, Esq., Albany County Public Defender | | |
| Address | 112 State St | | |
| City | Albany | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (518) 447-7150 | | |
| Fax # | (518) 447-5533 | | |
| E-Mail Address | yhuban@nysda.org | | |

| | | | |
|---|---|---|---|
| Company | County of Saratoga | | |
| Contact Person | George Conway, County Attorney | | |
| Address | 40 McMaster Street | | |
| City | Ballston Spa | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (518) 884-4770 | | |
| Fax # | | | |
| E-Mail Address | gpconway@saratogacountyny.gov | | |

I, Maureen Newell , 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, Maureen Newell , 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: Goldberg Segalla

Electronically signed and certified at the date and time indicated by:
Maureen Newell MNEWELL@GOLDBERGSEGALLA.COM

VP of Client Intake & Billing Operations
Title

04/07/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Goldberg Segalla LLP

Address: 665 Main Street

City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14203

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):

| | | | | | |
|---|---|---|---|---|---|
| First Name | Christopher | | | | |
| Last Name | Belter | | | | |
| MI | | Suffix | | | |
| Address | 8850 Rohr Hill Road | | | | |
| City | West Valley | State/Province/ Territory: | NY | Zip/Postal Code: | 14171 |
| Country | US | | | | |
| Position | Chief Operating Officer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Joseph | | | | |
| Last Name | Hanna | | | | |
| MI | | Suffix | | | |
| Address | 145 South Cayuga Road | | | | |
| City | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14221 |
| Country | US | | | | |
| Position | Equity Partner | | | | |

| | |
|---|---|
| First Name | David |
| Last Name | Brown |
| MI | Suffix |

| | | | | | |
|---|---|---|---|---|---|
| Address | 3517 Camden Falls Circle | | | | |
| City | Greensboro | State/Province/ Territory: | NC | Zip/Postal Code: | 27410 |
| Country | US | | | | |
| Position | Equity Partner/Facilitation Committee | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Rodney | | | | |
| Last Name | Janis | | | | |
| MI | | Suffix | | | |
| Address | 8 Halidon Court | | | | |
| City | Palm Beach Gardens | State/Province/ Territory: | FL | Zip/Postal Code: | 33418 |
| Country | US | | | | |
| Position | Equity Partner/Facilitation Committee Member | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Damon | | | | |
| Last Name | Gruber | | | | |
| MI | | Suffix | | | |
| Address | 1155 Anchor Point | | | | |
| City | Delray Beach | State/Province/ Territory: | FL | Zip/Postal Code: | 33444 |
| Country | US | | | | |
| Position | Equity Partner/Facilitation Committee | | | | |

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.

Our firm is a partnership. A list of our 44 equity partners is attached. No one owns 10% or more equity interest in the firm.

1 File(s) uploaded: Equity Partners and Offices.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.

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):

N/A

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

N/A

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

N/A

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

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

Electronically signed and certified at the date and time indicated by:
Maureen Newell [MNEWELL@GOLDBERGSEGALLA.COM]

Dated: 04/06/2026 03:08:14 pm

Title: VP of Client Intake & Billing Operations

**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.

| Name | Main Office | Office Address |
|---|---|---|
| Akpan, Imoh E | Baltimore | 111 South Calvert Street, Suite 2000, Baltimore, MD, 21202 |
| Appelbaum, Michael E | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Belter, Christopher J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Brown, Marc W | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| D'Aquino, Albert J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Glascott, Michael T | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Gruber, Damon M | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Hanna, Joseph M | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Kingsley, Jeffrey L | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Possenti, Cheryl A | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Welter, Joseph J | Buffalo | 665 Main Street, Buffalo, NY, 14203 |
| Borg, Emily E | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| Mason, Larry D | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| O'Connell, David J | Chicago | 222 West Adams Street, Suite 2250, Chicago, IL, 60606 |
| McKinley, Sean J | Garden City | 200 Garden City Plaza, Suite 520, Garden City, NY, 11530 |
| Brown, David L | Greensboro | 701 Green Valley Road, Suite 310, Greensboro, NC, 27408 |
| Schweitzer, Michael D | Hartford | 500 Enterprise Drive, Suite 402, Rocky Hill, CT, 06067 |
| Mastro, Thomas P | Los Angeles | 3400 W. Riverside Drive, Suite 620, Burbank, CA, 91505 |
| Mazzara, Stephen C | Los Angeles | 3400 W. Riverside Drive, Suite 620, Burbank, CA, 91505 |
| Biging, Peter J | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Grillo, Emilio F | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Oliva, Joseph A | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Parker, John F | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Scholz, Andrew J | New York City | 711 3rd Avenue, Suite 1900, New York, NY, 10017 |
| Buermann, George H | Newark | 1037 Raymond Boulevard, Suite 1010, Newark, NJ, 07102 |
| Cavallo, Christian A | Newark | 1037 Raymond Boulevard, Suite 1010, Newark, NJ, 07102 |
| Roberts, Joshua J | Orange County | 2600 Michelson Drive, Suite 900, Irvine, CA, 92612 |
| Mackinnon, R. Gavin | Orlando | 800 North Magnolia Avenue, Suite 450, Orlando, FL, 32803 |

| | | |
|---|---|---|
| Cagnoli Jr., Joseph | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Capobianco, Christina L | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Hamilton, Michael A | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Marrone, Matthew S | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Ziss, Jonathan S | Philadelphia | 1700 Market Street, Suite 3232, Philadelphia, PA, 19103 |
| Berdzik, Caroline J | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Hanlon Jr., Robert M | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| McConnell, John M | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Omoloyin, Esther F | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Osterman, David S | Princeton | 301 Carnegie Center, Suite 200, Princeton, NJ, 08540 |
| Unwin, S. Philip | Rochester | 70 Linden Oaks, Suite 110, Rochester, NY, 14625 |
| Allen, John M | St. Louis | 8000 Maryland Avenue, Suite 640, St. Louis, MO, 63105 |
| Alweis, Kenneth M | Syracuse | 5786 Widewaters Parkway, Syracuse, NY, 13214 |
| Janis, Rodney J | West Palm Beach | 500 S. Australian Avenue, Suite 1000, West Palm Beach, FL, 33401 |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2026

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:** Rosemarie Rivera |
| AssuredPartners of New Jersey LLC | **PHONE (A/C, No, Ext):** (732) 574-8000 **FAX (A/C, No):** (732) 574-8001 |
| 20 Commerce Drive\| Suite 200 | **E-MAIL ADDRESS:** Rosie.Rivera@assuredpartners.com |
| Cranford NJ 07016 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| **INSURED** | **INSURER A :** Great Northern Insurance Co. 20303 |
| Goldberg Segalla LLP | **INSURER B :** Federal Insurance Co. 20281 |
| 665 Main Street Suite 400 | **INSURER C :** |
| | **INSURER D :** |
| | **INSURER E :** |
| Buffalo NY 14203 | **INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** CL265156215 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 35879629 | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Combined Total Aggr. | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Subject Ag<br>$ 10,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 7356-67-52 | 05/01/2026 | 05/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | 79872722 | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 71756488 | 05/01/2026 | 05/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Crime - Client Coverage: Pol # 8224-6773, Term: 5/1/26 - 5/1/27, Limit: $3,000,000, Deductible: $15,000, Insurer: Federal Insurance Co. (B); Fiduciary Liability Coverage: Pol. # J07008879, Term: 5/1/26 - 5/1/27, Limit: $3,000,000, Limit: $5,000,000, Insurer: Federal Insurance Co. (B)

Nassau County, A Municipal Corporation is included as additional insured with respect to General Liability by written contract per policy terms, limits and conditions.

**CERTIFICATE HOLDER**

Nassau County, a municipal corporation
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

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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)

GOLDBERG SEGALLA LLP
665 MAIN ST
STE 400
BUFFALO, NY 14203

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

716 844 3466

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)

Municipal Transactions Bureau
Office of the Nassau County Attorney
One West Street
Mineola, New York 11501

3a. Name of Insurance Carrier

First Unum Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

973051

3c. Policy effective period

03/31/2026 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 3/31/2026 By Maggie Nesius

Digitally signed by Maggie Nesius
DN: CN=Maggie Nesius, E=mnesius@unum.com
Reason: I am the author of this document
Location:
Date: 2025.09.03 11:58:53-04'00'
Foxit PDF Editor Version: 13.1.7

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Maggie Nesius DBL Specialist

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.***

# 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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 my 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2026

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**<br>MARSH USA, LLC.<br>507 PLUM STREET, SUITE 110<br>SYRACUSE, NY 13204<br>Attn: Upstate.certrequest@Marsh.com<br><br>CN101183345--prof-26-27 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Goldberg Segalla LLP<br>665 Main Street<br>Buffalo, NY 14203 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Ironshore Indemnity Inc. / 23647<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-012574630-04 **REVISION NUMBER:** 4

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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability | | | LPL7NABZ5OV007 | 05/15/2026 | 05/15/2027 | Ea. Wrongful Act | 10,000,000 |
| | | | | | | | Aggregagte | 20,000,000 |

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

Nassau County is included as Additional Insured where required by written contract.

**CERTIFICATE HOLDER**

Nassau County, a municipal corporation
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**

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101183345
LOC #: Syracuse

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| MARSH USA, LLC. | Goldberg Segalla LLP<br>665 Main Street<br>Buffalo, NY 14203 |
| 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

EXCESS PROFESSIONAL LIABILITY:

Carrier: QBE Specialty Insurance Company
Policy Number: 130004850
Policy Period: 05/15/2026 - 05/15/2027
Limit: $5M part of $10M excess of $10M
Retention: $200,000

Carrier: Aspen Specialty Insurance Company
Policy Number: LX003P026
Policy Period: 05/15/2026 - 05/15/2027
Limit: $5M part of $10M excess of $10M
Deductible: $200,000 Each Claim/ $400,000 Aggregate/ $100,000 thereafter

Carrier: Allianz Global Risks US Insurance Company
Policy Number: USF01087526
Policy Period: 05/15/2026 - 05/15/2027
Limit: $5M part of $10M excess of $20M

Carrier: Transportation Insurance Company
Policy Number: 817127027
Policy Period: 05/15/2026 - 05/15/2027
Limit: $5M part of $10M excess of $20M


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**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:** **May 20, 2026**

**SUBJECT:** **Delay Memo – Goldberg Segalla LLP**

The purpose of this memorandum is to explain the delay in processing of a new contract between the County and Goldberg Segalla LLP ("Counsel"), the special counsel firm selected via a mini-bid process to represent the County in *New York State Rifle & Pistol Association, Inc., et. al., v Steven G. James, in his official capacity as Acting Superintendent of the New York State Police, et. al.,* Docket No. 1:22-cv-00907 (MAD/PJE), a section 1983 action filed in the Northern District of New York.

The contract commencement date is March 23, 2026. The COO completed his principal questionnaire on April 23, 2026. There was an unexpected delay waiting for the updated professional liability policy, which we received on this date. Upon confirming that all required documents were complete and the certificates of insurance were uploaded, we began assembling the contract package for the requisite County review and approvals.

I trust this sufficiently explains the reason for the delay, however, do not hesitate to contact me if you have any questions.

Mary J. Nori

**MARY J. NORI**
**Assistant County Attorney**

**ONE WEST STREET – MINEOLA, NEW YORK 11501-4820**
**516-571-3056, FAX 516-571-6684, 6604**

Certified: --

**E-86-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
12:16 PM

## NIFS ID: CFPW26000006

Capital: **X**

Contract ID #: **CFPW26000006**

NIFS Entry Date: **06/24/2026**

DPW Contract Number: **H61587-74CM**

## Department: Public Works

Service: **CM Services for Resurfacing Phase 74 - H61587-74CM**

Term: **Shall terminate two (2) years from Commencement Date. Department may extend term for additional Construction and Post Construction Phase Services until project closeout. Work started prior to expiration of Agreement may be completed in its entirety.**

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): | **Yes** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **LiRo Engineers, Inc.**<br>DBA: **The LiRo Group** | ID#:**131974950** |
| Main Address: **3 Aerial Way**<br>**Syosset, NY 11791** | |
| Main Contact: **Nancy Malicki** | |
| Main Phone: **(516) 214-8155** | |

| **Department:** |
|---|
| Contact Name: **Saji Varughese** |
| Address: **Nassau County Dept. of Public Works**<br>**1194 Prospect Ave**<br>**Westbury, NY 11590** |
| Phone: **(516) 571-9651** |
| Email:<br>**ekobel@nassaucountyny.gov,ldionisio@nassaucountyny.gov,svarughese@nassaucountyny.gov,lcaruso@nassaucountyny.gov** |

# Contract Summary

**Purpose:** To perform Construction Management and Inspection Services for Nassau County Department of Public Work's Construction Management Unit: Highway/Bridge Construction Group. The selected firm will manage Concrete Roadway repairs under Phase 74.

**Procurement History:** On March 20, 2026, a Request for Proposal (RFP) was advertised on the County's Procurement website, New York State Contract Reporter and New York Post. The County received twenty-two (22) responses to the RFP on April 17, 2026, all the proposals were eligible for review. LiRo Engineers had the highest technical score, with the third lowest cost of

$1,966,169.20. The Technical Review Committee deemed LiRo's proposed team the best value to County based on their qualification's, certifications and previous experience.

**Description of General Provisions:** To perform CM Services to manage Concrete Roadway repairs under Phase 74. Two-year term, with an option to extend term for additional Construction and Post Construction Phase Services until project closeout. Work started prior to expiration of Agreement may be completed in its entirety. Combined M/WBE/SDVOB utilization 19.2%.

**Impact on Funding / Price Analysis:** Funding is available in Capital Project 61587. Maximum contract amount is $1,966,169.20.

**Change in Contract from Prior Procurement:** New procurement.

**Method of Source Selection:**

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-H61587-74CM

Advertised On: 03/20/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 04/17/2026

Number of proposals received: 22

Evaluation Committee members: James Caruso, Project Manager III, Daniel Wong, Civil Engineer II and Liji Samuel, Project Manager I

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:

LiRo, NV5, LKB, M&J and LKMA were the top five technical scored firms, and their scores are 91.33, 89.00, 88.67, 88.33 and 87.67 respectively. All these above five firms received technical scores within two points each other. The TRC decided to open cost proposals from the top five (5) technical scored firms, and their proposed are $1,966,169.20, $2,090,975.00, $1,841,470.00, $1,914,000.00, and $2,201,972.00 respectively. LKB's proposed cost is the lowest but during the TRC meeting find out that proposed RE is no longer available for this project. Since LiRo's score is the highest technical score out of the five firms and three-point higher M&J, TRC decided to recommend LiRo to perform CMI services for this project. Also, LiRo's proposed team is deemed best qualified to perform the scope of this work based on their qualifications, certifications and previous experience.

**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 61587 074 | 01 | $1,966,169.20 |
| Project Number 61587<br>Project Detail 074 | | | | | | | | |
| | | | | | | **TOTAL** | | **$1,966,169.20** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $1,966,169.20 |
| Other | $0.00 |
| **Total** | **$1,966,169.20** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Louis Caruso | 06/25/2026 11:08AM | Approved |
| NIFS Final Approval | Christopher Yansick | 06/25/2026 06:34PM | Approved |
| Final Approval | Christopher Yansick | 06/25/2026 06:34PM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Christopher Yansick | 06/25/2026 06:36PM | Approved |
| Final Approval | Christopher Yansick | 06/25/2026 06:36PM | Approved |
| **County Attorney** | | | |
| RE & Insurance Verification | Julie Silverstein | 07/01/2026 04:06PM | Approved |
| Approval as to Form | Julie Silverstein | 07/01/2026 04:06PM | Approved |
| NIFS Approval | Mary Nori | 07/01/2026 04:40PM | Approved |
| Final Approval | Mary Nori | 07/01/2026 04:40PM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 06/26/2026 09:20AM | Approved |
| NIFA Approval | Christopher Nolan | 06/26/2026 11:42AM | Approved |
| Final Approval | Christopher Nolan | 06/26/2026 11:42AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 07/01/2026 05:14PM | Approved |
| DCE Compliance Approval | Robert Cleary | 07/02/2026 04:36PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/06/2026 11:37AM | Approved |
| Final Approval | Arthur Walsh | 07/06/2026 11:37AM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 07/06/2026 12:01PM | 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 LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated a personal services agreement with LiRo Engineers, Inc., to provide the County with 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 an agreement with LiRo Engineers, Inc.

**CONTRACT FOR SERVICES**
**H61587-74CM**
Construction Management Services and Inspection Services for Resurfacing Phase 74

**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 1 West Street, 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 (the "Department"),
- and –
LiRo Engineers, Inc., having its principal address at 3 Aerial Way, Syosset, NY 11791 (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 upon the date on which this Agreement is executed by the County and shall terminate on two (2) years from the Commencement Date (the "Initial Term"), unless sooner terminated as provided for herein.
   The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for additional Construction and Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30 days) prior to the Expiration Date, subject to the Department's right of early termination as provided in the contract. Work assigned within the contract period will generally be required to be completed. 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, subject to the Department's right of early termination as provided in the contract.

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 achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this project. The Department requires the Construction Manager (CM) to provide comprehensive construction phase services.

B. Additional "Detailed Scope Services" are included as **EXHIBIT A.** Services that were included in the firm's proposal shall be considered as part of the Agreement and shall be provided, at the request of the Department.

C. At any time during the term of this Agreement, the Department 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. 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 shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". All Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One million nine hundred sixty six thousand one hundred sixty nine dollars and twenty cents. ($1,966,169.20) (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 Department.

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 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).

5) **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.

6) **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 C (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.

7) **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.

8) **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.

9) **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.

10) **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," ("MWBE") 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 2% 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.

11) **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.

12) **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.

13) **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, subcontrators, 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.

14) **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.

15) **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 liabil ity 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption 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.

16) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

17) **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.

18) **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.

19) **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.

20) **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.

21) **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.

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

23) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing 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.

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

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

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

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

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

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

26) **Administrative Service Charge**. Unless exempted or excluded by law, 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 |

27) **Executory Clause**. Notwithstanding any other provision of this Agreement:

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

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

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

29) **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.

30) **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.

31) **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.

32) **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.

33) **County Holidays.** Unless approved in writing by the County, in its sole absolute discretion, or as determined by the County Engineer, consultants are not permitted to work on the County projects they are assigned on Official County Holidays when no contractual work is allowed. The Official County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

**VENDOR NAME**

By: _____

Name: Michael Bailey, PE

Title: Executive Vice President

Date: 6/23/2026

**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 23 day of June in the year 2024 before me personally came Michael BAILEY 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 EXE.V.P. of THE LiRo GROUP, 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

**CAMILLE MATTINA**
**Notary Public, State of New York**
**No. 01MA6093049**
**Qualified in Nassau County**
**Commission Expires May 27, 2027**

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
## ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's Project Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

### 1.0 Construction Phase Services

1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The CM should include pre-construction duties and post-construction duties in their proposal.

1.2 Pre & Post Construction Phase – The pre-construction phase shall include the pre-construction meeting, notice to proceed, all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed sub-contractors, suppliers and materials for the project to be prepared and/or approved by CM.

1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built using a single prime Construction Contractor ("CC"). The CM will perform as the administrator of Nassau County' Project Agreement and will advise the CC of the requirements for this particular project. 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 Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination 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 FIRM shall furnish his staff with personal equipment required for project administration, management and inspection including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels, etc.

1.4 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, and the Design Engineer to devise appropriate modifications to the Contract Documents.

1.5 Erosion and Sediment Control – The CM team shall make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially

result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. The CM shall be responsible for inspecting the work site and directing that, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.) It is the CM's responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.

1.6 Quality Assurance - The CM 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 with respect to conformance to the Construction Documents. The CM shall to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by County staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall monitor and document implementation for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

1.7 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 the PM for integration into the Master Program Budget and Cost Forecasting Tool.

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.

1.9 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 implement, and maintain on a current (daily) basis, a web-based information management system to 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. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. 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 CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by 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, is responsible for documenting acceptability and the transfer to County, in both paper and electronic formats.

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 and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

1.11 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic 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.

1.12 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County. 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.

1.13 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 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. The CM must review the CC safety program and inform the County PM of its adequacy. 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 and acceptance.
(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 meetings 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.

1.14 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.

1.15 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 use the CM shall coordinate and attend a site review on behalf of the County.

1.16 Temporary Office – For CM Staff, office space, desktop phone and a desktop computer will be provided at the 1194 Prospect Ave, Westbury. Anything else needed to perform the required task shall be provided by the consultant firm, including office supplies, copy paper, ink/toner, etc.

## 2.0 Post Construction Phase Services

2.1 Contract Closeout - Conduct final inspections with Design Engineer, and the County, at the completion of the project, and prepare detailed punch lists (observed discrepancies, deficiencies, and incomplete items of work), as required. It is understood that the project may be completed in phases and that multiple final inspections may be 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 or make/update the as-builts as required 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.

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 PM for interpretation. Confer with the Design Engineer and the 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.

2.3 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.

END OF SECTION

**EXHIBIT B**
**Payment Schedule**

Payment to the Firm for all services that may be authorized under this Agreement, shall be made as follows:

**A. AMOUNT OF CONSIDERATION**

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed One million nine hundred sixty-six thousand one hundred sixty-nine dollars and twenty cents. ($1,966,169.20) including Extra Services and Reimbursable Expenses. The Firm shall be compensated for such services by an amount equal to Two and twenty-seven hundredths (2.27) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and all fringe benefits (Maximum allowable Multiplier 2.27 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

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 after the original term of the agreement. The Firm may grant an employee 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. All overtime requests must be submitted to the Department for approval in advance. 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, excluding Additional/ Extra Services, 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).

**B. REIMBURSABLE EXPENSES**

The following items are included in the Firm's fee, under the allowance, 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 or his or her duly designated deputy 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:

A. 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 Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

**C. ADDITIONAL/ EXTRA SERVICES**

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to Two and twenty-seven hundredths (2.27) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of two hundred and twenty-five dollars ($225.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed two hundred and twenty-five dollars ($225.00) under allowances per hour. As used herein, "Additional/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. Additional/ Extra services may include, but not limited to the following:

(a) Engineering services for immediate corrective measures.
(b) Construction related emergency services.

(2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"
With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. 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. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee working on all current County agreements with the Firm.

END OF SECTION

## 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:

i) 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.

ii) 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.

iii) 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:
   Rocco L. Trotta, PE (Name)
   3 Aerial Way, Syosset, NY 11791 (Address)
   516-938-5476 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) ___X___ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____

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

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

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

6/23/2026
Dated

Signature of Chief Executive Officer

Rocco L. Trotta, PE
Name of Chief Executive Officer

Sworn to before me this
23 day of June, 2026

Notary Public

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2027

**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: LiRo Engineers, Inc.

By: _____
Name: Michael Bailey, PE
Title: Executive Vice President
Date: 6/23/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT C**

**Confidentiality Agreement**
**(If applicable)**

I Michael Bailey, PE (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor LiRo Engineers, Inc. (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 the contracted 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.

(Individual's Signature)

Michael Bailey, PE

(Individual's Printed Name)

LiRo Engineers, Inc.

(Entity for which Individual is an employee or agent)

6/23/2026

(Date)

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Contract File

**FROM:** Jane Houdek, Esq.
Designated DCCO

**DATE:** June 1, 2026

**SUBJECT:** Contract No: PW-H61587-74CM Construction Management Services
Resurfacing Phase 74 - Resurfacing Various Nassau County Roads
LiRo Engineers, Inc.
Responsibility Determination Memo

## DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

## NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

## Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

## Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure

form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

## Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

## Adverse Information Review

Vendor reports an OSHA violation by a nonperforming affiliate in 2021 resulting from a fall by an employee from an unprotected elevated work site. Vendor reports the corrective measures it has taken on subsequent jobsites to prevent a reoccurrence of the conditions that lead to the OSHA violation. Vendor reports multiple New York City administrative citations issued to a nonperforming affiliate related to violations of New York City air and noise codes. Vendor reports that a nonperforming affiliate was delinquent in filing commercial rent tax returns related to its lower Manhattan office space for the years 2012-2020. Vendors reports that the affiliate has hired a new account and has provided proof the County that it has filed the returns and paid the taxes plus interest.

The pending Vendor contract with the County is for traffic signal construction management services. Accordingly, the type of construction work that gave rise to the OSHA violations and the New York City code citations is not the type of work that will be performed for the County, so similar violations cannot occur while performing County contract work. The NYC rent tax payment delinquencies have been corrected. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract H61587-74CM.

Jane Houdek
Attorney for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: LiRo Engineers, Inc.**

**2. Amount requiring NIFA approval:** $1,966,169.20

**Amount to be encumbered:** $1,966,169.20

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 Shall terminate two (2) years from Commencement Date. Department may extend term for additional Construction and Post Construction Phase Services until project closeout. Work started prior to expiration of 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 % | 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:**

To perform Construction Management and Inspection Services for Nassau County Department of Public Work's Construction Management Unit: Highway/Bridge Construction Group. The selected firm will manage Concrete Roadway repairs under Phase 74.

**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 06/26/2026

***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, Rocco L. Trotta, PE 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: LiRo Engineers, Inc

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/11/2026 09:29:29 am

Lobbyist Registration and Disclosure Form: 03/11/2026 09:30:42 am

Business History Form certified: 03/12/2026 02:00:37 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/11/2026 10:08:06 am

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Rocco L. Trotta, PE [TROTTAR@LIRO.COM] |
| Date Certified | 03/11/2026 11:23:52 am |

| | |
|---|---|
| Principal Name | Joseph Massa, CCM [MASSAJ@LIRO.COM] |
| Date Certified | 03/11/2026 09:08:58 am |

| | |
|---|---|
| Principal Name | Lawrence H. Blond, PE [BLONDL@LIRO.COM] |
| Date Certified | 03/11/2026 11:30:06 am |

| | |
|---|---|
| Principal Name | Michael Burton, PE [BURTONM@LIRO.COM] |
| Date Certified | 03/11/2026 11:38:07 am |

| | |
|---|---|
| Principal Name | Michael Bailey [BAILEYM@LIRO.COM] |
| Date Certified | 03/11/2026 09:14:41 am |

| | |
|---|---|
| Principal Name | Panagiotis Koklanos, PE [KOKLANOSP@LIRO.COM] |
| Date Certified | 03/11/2026 09:27:22 am |

| | |
|---|---|
| Principal Name | Paul Levine [LEVINEP@LIRO.COM] |
| Date Certified | 03/11/2026 11:43:34 am |

| | |
|---|---|
| Principal Name | Alfred Bereche [BERECHEA@LIRO.COM] |
| Date Certified | 03/11/2026 09:01:13 am |

| | |
|---|---|
| Principal Name | Robert Kreuzer [KREUZERR@LIRO.COM] |
| Date Certified | 03/11/2026 09:20:48 am |

I, Rocco L. Trotta, PE 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."

Rocco L. Trotta, PE TROTTAR@LIRO.COM

*Name*

Chairman, CEO, President

*Title*

LiRo Engineers, Inc

*Name of Submitting Entity*

03/16/2026 09:41:27 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 [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 03/11/2026 09:29:29 am

Vendor: LiRo Engineers, Inc.

Title: Chairman, CEO, President

**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: 03/12/2026

1) Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791

Country: US

Address: 1 State Street Plaza, 28th Floor

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: End Date:

Address: 116 North Washington Avenue, Office 301

City: Scranton State/Province/ Territory: PA Zip/Postal Code: 18503

Country: US

Start Date: End Date:

Address: 1266 East Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/ Territory: CT Zip/Postal Code: 06902

Country: US

Start Date: End Date:

Address: 141-07 20th Avenue, Suite 503

| | | | | | |
|---|---|---|---|---|---|
| City: | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 212 West 35th Street | | | | |
| City: | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10018 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 235 East Jericho Tpke | | | | |
| City: | MIneola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 333 Thornall Street | | | | |
| City: | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 455 Winding Brook Dr., Suite 201 | | | | |
| City: | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 529 Main Street, Suite 3303 | | | | |
| City: | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 690 Delaware Avenue | | | | |
| City: | Buffalo | State/Province/ | NY | Zip/Postal | 14209 |

| | | | | | |
|---|---|---|---|---|---|
| | | Territory: | | Code: | |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 703 Lorimer Street | | | | |
| City: | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 85 Allen Street, Suite 300 | | | | |
| City: | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| City: | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

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 [X] NO [ ] If yes, please provide details:

LiRo Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP

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

DAI, Inc., LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp., James LaSala & Associates, LLP

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:

See attached.

1 File(s) uploaded: BH Question 9.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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

See Attached

1 File(s) uploaded: BHF-Q13 Attachment (March 2026).pdf

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

1. LiRo Engineers, Inc. (the "Company") received notice that it was delinquent in the filing of Commercial Rent Tax Returns related to its office space located in lower Manhattan for the period 2012 to 2020. LiRo's outside accountant was responsible for all LiRo tax filings. To remedy this filing deficiency, LiRo engaged the services of a new accountant to prepare the delinquent returns for all requested years. LiRo has filed and paid the owed taxes from the period of 2012 to 2020 (including interest payment) on August 3, 2020. This matter has been paid in full and is now closed. Proof of Payment is attached.

2. In February 2026, LiRo Engineers, Inc. was notified that their payroll processing company did not process one set of local tax returns, which are administered by the State of New York. The company is currently working with NYS auditors to come into full compliance, and the situation has been remedied with the payroll processing company for 2026.

1 File(s) uploaded: Tax Payment Resolution Information.pdf

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

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;

04/28/1925

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.

None - LiRo Engineers, Inc is 100% owned by RT Asset Holdings, LLC

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

See attached

1 File(s) uploaded: BH 17Aiii LE Business History OD Listing (Sept 2025).pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

678

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: Question A vii.pdf

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

1 File(s) uploaded: Aviii - LE 2024-2026 NYSED Professional Engineering License.pdf

B. Indicate number of years in business.

100

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

LiRo's staff of nearly 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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 Hempstead Department of Engineering | | |
| Contact Person | Brian Kunzig | | |
| Address | Town Hall Plaza | | |
| City | Hempstead | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 812-3484 | | |
| Fax # | | | |
| E-Mail Address | briaKun@tohmail.com | | |

| | | | |
|---|---|---|---|
| Company | Suffolk County DPW | | |
| Contact Person | William Hillman | | |
| Address | 335 Yaphank Avenue | | |
| City | Yaphank | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 852-4002 | | |
| Fax # | (631) 852-4006 | | |

| | |
|---|---|
| E-Mail Address | william.hillman@suffolkcountyny.gov |

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| Company | Town of Oyster Bay DPW, Department of Highways | | |
| Contact Person | Richard Lenz, Commissioner | | |
| Address | 150 Miller Place | | |
| City | Syosset | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 677-5935 | | |
| Fax # | (516) 677-5878 | | |
| E-Mail Address | rlenz@oysterbay-ny.gov | | |

I, Rocco L. Trotta, PE , 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, Rocco L. Trotta, PE , 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: LiRo Engineers, Inc.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President
Title

03/12/2026 02:00:37 pm
Date

**Question 9**

**RT Asset Holdings, LLC is the entity that owns and controls LiRo Engineers, Inc.**

**LiRo Affiliated Companies include:**

LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp., Corp f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP

**Question 13 Attachment**

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051002434Y, 051002433M, 051002432K, 051002430R, 051002431Z, 051002427X, 051002429J, 051002425M, 051002426Y, 051002428H

Determination: LiRo agreed to pay a stipulated penalty of $10,000.00

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of $10,000.00. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 05100324L

Determination: LiRo agreed to pay a stipulated penalty of $1,500.

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of $1,500. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051003316P

Determination: LiRo agreed to pay a total stipulated penalty of $2,500.

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of $1500 for the violation of Section 1-41 (c) and $1000 for the violation of Section 1-42 (a). The total penalty amount due is $2,500. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: 051003696Z

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for 1-51 (C), $1,500 for 1-37 (F), $1,500 for 1-41 (C) and $1,000 for 1-42 (A).

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 0051004102R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004210Y

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004424J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004402Z

Determination: LiRo agreed to pay a stipulated penalty of $4,000 for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004900L

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051004968H

Determination: LiRo agreed to pay a stipulated penalty of $3,000 for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005033R

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051005820X

Determination: LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined $2,400 and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: 051006403J

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051006429H

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | #051006498L |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F). |
| Circumstances: | On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

18.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | #051006428X |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,500 for violation of Section 1-37(F). |
| Circumstances: | On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

19.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | #051006971H |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-41(c). |
| Circumstances: | On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

20.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051007440N |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-51(e) |
| Circumstances: | On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

21.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051008088H |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a) |
| Circumstances: | On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

22.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051008075Z |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a) |
| Circumstances: | On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was |

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008239X

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008394X

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008365R

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008522L

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: #051008524P

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051008600H |
| Determination: | LiRo agreed to pay a stipulated penalty of $2,500 for violation of 15RCNY1-42(a) and 15RCNY1-41(c). |
| Circumstances | On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed. |

29.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051008949K |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i). |
| Circumstances: | On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed. |

30.

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| Agency: | Commissioner of the Department of Environmental Protection of the City of New York |
| Violation No.: | # 051008947R |
| Determination: | LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i). |

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008945N

Determination: LiRo agreed to pay a stipulated penalty of $1,000 for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051008925X

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: # 051009874J

Determination: LiRo agreed to pay a stipulated penalty of $1,500 for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. #051009299M

Determination: LiRo agreed to pay a stipulated penalty of $1,500.00 for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

35.

Agency: New York City Department of Environmental Protection

Violation No. #051011028N

Determination: LiRo agreed to pay a stipulated penalty of $1,000.00 for violation of 15RCNY1-42(a).

Circumstances:

On August 8, 2025, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for failure to maintain BX2F air samplers not places less than 4 feet from the ground at 300 Bushwick Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air monitoring equipment was on the floor at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be maintained at least 4 feet from the ground. A hearing was held on January 27, 2026, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of $13,653.00. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

Summary of Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo's environmental group has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group, which is separate and distinct from our civil/structural design and MEP groups, conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter, and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations. Our efforts have been successful as the number of issued violations has decreased from nine (9) in 2023, six (6) in 2024 and one (1) in 2025.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

## Malicki, Nancy

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 23, 2020 1:49 PM
**To:** Mora, Monica
**Cc:** Bereche, Alfred; Jacob, Ayad (DOF)
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

See following Period detail showing credit balance [redacted]

Department of Finance
59 Maiden Lane 24th Fl
New York, NY 10038-4502
nyc.gov/finance

**Letter ID** :
Tax Type : Commercial Rent Tax
Account ID : [redacted]
Period : 31-May-2020

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

PREVIEW

## Period I

Below you will find details for the period: 31-May-2020. These details are informational only and for your records.

| Period Activity | [redacted] |
|---|---|
| Return Tax | |
| Late File Penalty | |
| Penalty Waiver | |
| Late Payment Penalty | |
| Interest | |
| Return Payment | |
| Credit Transfer Dbt | |
| CRT Tax Receive | |
| CRT Tax Receive | |

Carefully examine the information provided. If any discrepancies are found you can submit additional documentation along w
copy of this statement to P.O. Box 5563, Binghamton, NY 13902-5563. To serve you better, please be sure to include an ema
address or telephone number where we can reach you.

For further information contact us at: eservices@finance.nyc.gov or (212) 440-5300 Option 3.

**From:** Mora, Monica <moram@liro.com>
**Sent:** Wednesday, September 23, 2020 1:40 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Thank you Ranjit for your help, is there a formal document/release that can be provided so we can forward to our clients?

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 23, 2020 1:38 PM
**To:** Mora, Monica <moram@liro.com>
**Cc:** Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good afternoon Monica,

We have resolved the issue of check payment of [redacted].Your account is updated.

Thank you for your patience.

Ranjit

**From:** Mora, Monica <moram@liro.com>
**Sent:** Monday, September 21, 2020 12:02 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good Morning:

I am following up to see if there are any updates on the review. TY

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 16, 2020 12:52 PM
**To:** Mora, Monica <moram@liro.com>
**Cc:** Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Please wait. This case is under review.

**From:** Mora, Monica <moram@liro.com>
**Sent:** Wednesday, September 16, 2020 11:46 AM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Ranjit:

I spoke to our controller who handled the payment for the interest listed on the statement regarding your request and she has provided the following response:

"Capital One provides us with for cancelled checks. It has been years since banks have sent actual original checks back showing them endorsed.
What I attached is Capital One's cancelled check report."
"Page 1- shows our account number, name, check number, the date the check was cashed and the amount of endorsement"
"Page 2 – The front of check detail which verifies the information on page 1"
"Page 3 – The back of check which show NYC's endorsement stamp"

---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 16, 2020 10:12 AM
**To:** Bereche, Alfred <Berechea@liro.com>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good morning,

Cancelled check means check paid by bank. We required copy of back and front of check paid by Bank. We want to ascertain to whom( payees name ) money paid and the endorsement by paying bank.
Thanks,

---

**From:** Bereche, Alfred <Berechea@liro.com>
**Sent:** Wednesday, September 16, 2020 10:07 AM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

The second and third page of what we sent you is the cancelled check, do you not agree?


**Alfred C. Bereche**

**Senior Vice President, General Counsel**

**and Corporate Secretary**

**The LiRo Group**

Integrated Construction, Design, and Technology Solutions
3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com



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---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 16, 2020 10:02 AM

**To:** Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

We sorry to say that attachment you sent is " check detail". we want copy of Back and front side of Cancelled /paid check

---

**From:** Mora, Monica <moram@liro.com>
**Sent:** Wednesday, September 16, 2020 9:49 AM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Ranjit:

See attached which I previously sent both yesterday and when you initially requested the copy. The attachment contains the cover page and the front and back of check-3 pages total.

---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Wednesday, September 16, 2020 9:42 AM
**To:** Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Hello,

Please keep the email chain. We have responded to your inquiry to submit front and back side of cancelled check for research. You have not provided yet.
Secondly, you should make payment by ACH debit or electronica payment to avoid this issue. The attachment you sent do not provide detail information to research.
Please remember we help you in past on priority level.

Ranjit

---

**From:** Mora, Monica <moram@liro.com>
**Sent:** Tuesday, September 15, 2020 4:59 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Cc:** Bereche, Alfred <Berechea@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good afternoon:

I am following up on LiRo's request of a release demonstrating the tax issue has been fully paid and matter closed. We are having issues with another one of our client who is requesting a releases and we are facing an issue with a contract hold up due to not being able to provide said documentation. At this time since I have provided evidence that we have paid the fees listed in the notice you provided below, we respectfully request that the release be provided. Thank you for your time and assistance

NYC Department of Finance

59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 14, 2020

Letter ID : L1568091392
FEIN : [redacted]

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

# Financial Statement of Account

**Why we are contacting you:**
This letter serves as notification of filing periods with credits and/or balances due.

**What you must do:**
Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at **nyc.gov/eservices.** If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at **nyc.gov/eservices** and respond to this notice using the Letter ID above.

**Commercial Rent Tax - [redacted]**

| Filing Period | [redacted] |
|---|---|
| 5/31/2012 | |
| 5/31/2013 | |
| 5/31/2014 | |
| 5/31/2015 | |
| 5/31/2016 | |
| 5/31/2017 | |
| 5/31/2018 | |
| 5/31/2019 | |

For further information about this notice contact us at **eservices@finance.nyc.gov** or **(212) 440-5300** - use option 3.

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Monday, September 14, 2020 3:01 PM

**To:** Mora, Monica <moram@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Please send us front and backside of paid check,

---

**From:** Mora, Monica <moram@liro.com>
**Sent:** Monday, September 14, 2020 1:26 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Please see attached cancelled check which confirms the check was received and deposited by NY DOF. TY

---

**From:** Mora, Monica
**Sent:** Monday, September 14, 2020 12:59 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Ranjit:

On 9/8/20 I sent you evidence that a check was sent for the below referenced statement to which you replied that the payment is not reflective in NYC Finance system. Now today you are advising again that we did not make a payment however at this point is it that the check was not received by NYC Finance instead of stating we did not pay?

---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Monday, September 14, 2020 12:53 PM
**To:** Mora, Monica <moram@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

We sent you following tax debt previously. You have not paid so far as promised..

NYC Department of Finance

59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 14, 2020

Letter ID : L1568091392
FEIN : [redacted]

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

# Financial Statement of Account

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**What you must do:**
Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at **nyc.gov/eservices.** If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at **nyc.gov/eservices** and respond to this notice using the Letter ID above.

**Commercial Rent Tax -** [redacted]

| Filing Period | [redacted] |
|---|---|
| 5/31/2012 | |
| 5/31/2013 | |
| 5/31/2014 | |
| 5/31/2015 | |
| 5/31/2016 | |
| 5/31/2017 | |
| 5/31/2018 | |
| 5/31/2019 | |

For further information about this notice contact us at **eservices@finance.nyc.gov** or **(212) 440-5300** - use option 3.

**From:** Mora, Monica <moram@liro.com>
**Sent:** Monday, September 14, 2020 12:02 PM

**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good Afternoon:

I am following up on this to see if the payment is reflective so in this manner we can obtain some sort of release that we can provide another one of our clients. Please advise. TY

---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Tuesday, September 08, 2020 10:05 AM
**To:** Mora, Monica <moram@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good Morning Monica,
Payment not reflected on TP account yet.

Ranjit

---

**From:** Mora, Monica <moram@liro.com>
**Sent:** Tuesday, September 08, 2020 9:46 AM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good Morning Ranjit:

I was advised that the below referenced invoice was paid, please see attached payment. Let me know if this sufficient to issue a letter of satisfication and/or a notice of release

---

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Friday, September 04, 2020 11:04 AM
**To:** Mora, Monica <moram@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Hi Monica,
We sent following tax debt statement of [redacted] to pay This debt is after granting abatement of penalties per request of Bereche, Alfred, Senior vice president .We gave compliance based on assurance to pay remaining tax liability.
Please pay.
Ranjit.

NYC Department of Finance

59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

September 4, 2020

Letter ID : L1798221056
FEIN : [redacted]

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

# Financial Statement of Account

**Why we are contacting you:**
This letter serves as notification of filing periods with credits and/or balances due.

**What you must do:**
Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at **nyc.gov/eservices.** If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at **nyc.gov/eservices** and respond to this notice using the Letter ID above.

**Commercial Rent Tax -** [redacted]

| Filing Period | [redacted] |
|---|---|
| 5/31/2012 | |
| 5/31/2013 | |
| 5/31/2014 | |
| 5/31/2015 | |
| 5/31/2016 | |
| 5/31/2017 | |
| 5/31/2018 | |
| 5/31/2019 | |

For further information about this notice contact us at **eservices@finance.nyc.gov** or **(212) 440-5300** - use option 3.

**From:** Mora, Monica <moram@liro.com>
**Sent:** Friday, September 04, 2020 10:31 AM

**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good afternoon Ranjit:

I know the below has been resolved and we are compliant with our taxes, however another of one of our client's preformed a due diligience search and is now (not related to NYC work) requesting proof that this matter is resolved. They will not accept the cancelled check they want something formal from NYC DOF. Would you be able to provide or can you direct me too someone who can help me? TY

Monica Mora
Senior Paralegal
[redacted] **The LiRo Group**
ntegrated Construction, Design, and Technology Solutions
3 Aerial Way| Syosset, New York| 11791
516.214-8111[T] | www.liro.com

Begin forwarded message:

> **From:** "Vaghela, Ranjit (DOF)" <VaghelaR@finance.nyc.gov>
> **Date:** August 11, 2020 at 3:14:00 PM EDT
> **To:** "Bereche, Alfred" <Berechea@liro.com>
> **Cc:** "Jacob, Ayad (DOF)" <JacobAyad@Finance.Nyc.Gov>
> **Subject: RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN** [redacted]
>
> Good afternoon Alfred,
> Thank you for your help to resolve long pending issue.
> We notice CRT and tax liability for 5/2012- 5/2020 are posted on your account generated Tax debt of [redacted] per following Financial Statement of Account.
> Kindly arrange to pay.
>
> Regards,
>
> Ranjit,

NYC Department of Finance

59 Maiden Ln, 28th Fl
New York, NY 10038-4502
nyc.gov/finance

August 11, 2020

Letter ID : L1059540224
Tax Type : Commercial Rent Tax
Account ID : [redacted]

LIRO-KASSNER INC
3 AERIAL WAY
SYOSSET NY 11791-5501

## Financial Statement of Account

**Why we are contacting you:**
This letter serves as notification of filing periods with credits and/or balances due.

**What you must do:**
Request a refund or transfer of credit balances and pay the amount due in full or make payment arrangements online at **nyc.gov/eservices.** If you feel our records are not accurate, carefully examine your account activity below, then log on to e-Services at **nyc.gov/eservices** and respond to this notice using the Letter ID above.

**Commercial Rent Tax -** [redacted]

| Filing Period | [redacted] |
|---|---|
| 5/31/2012 | |
| 5/31/2013 | |
| 5/31/2014 | |
| 5/31/2015 | |
| 5/31/2016 | |
| 5/31/2017 | |
| 5/31/2018 | |
| 5/31/2019 | |
| 5/31/2020 | |

For further information about this notice contact us at **eservices@finance.nyc.gov** or **(212) 440-5300** - use option 3.

**From:** Bereche, Alfred <Berechea@liro.com>
**Sent:** Friday, August 07, 2020 2:49 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>

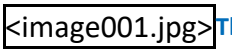
**Cc:** Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc [redacted]

That's fantastic. Thank you for all your help

Sent from my iPhone

> On Aug 7, 2020, at 2:45 PM, Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov> wrote:
>
> Good afternoon Alfred,
>
> Based on your filing confirmation for tax return 5/2016- 5/2020 and tax debt payment for 5/2012- 5/2020.We placed tax status of -Liro- Engineers Inc EIN [redacted] **In compliance**. The compliance status will reflect on passport tomorrow.
>
> Thank you for your cooperation.
>
> Ranjit
>
> ---
>
> **From:** Bereche, Alfred <Berechea@liro.com>
> **Sent:** Friday, August 07, 2020 1:42 PM
> **To:** Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
> **Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Anfossi, Andrea <Anfossia@liro.com>
> **Subject:** Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]
>
> Ayad,
>
> Please see attached, confirmation of electronic filing of returns for the periods 2015 - 2020 (last 5 years). For some reason, we are having trouble electronically filing the remaining 4 returns for the earlier years. Working diligently to resolve. Are the returns that have been filed sufficient to resolve the clearance issue today?
>
> Please let me know and thank you again for your assistance.
>
> Al
>
> **Alfred C. Bereche**
>
> **Senior Vice President, General Counsel**

**and Corporate Secretary**

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3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com

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---

**From:** Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>
**Sent:** Friday, August 7, 2020 1:21 PM
**To:** Bereche, Alfred <Berechea@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Mora, Monica <moram@liro.com>; aliberti@ddc.nyc.gov <aliberti@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Hi Alfred – Please let me know as soon as you get the Clearance E-mail.

Thanks!
Yasmin
NYC DDC
718-391-1385

---

**From:** Bereche, Alfred <Berechea@liro.com>
**Sent:** Friday, August 07, 2020 12:21 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Mora, Monica <moram@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>
**Subject:** Re: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

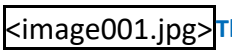
I just received a call from Ayad Jacob, Supervisor of the Business tax and Vendex unit at DOF (copied above). He said that we need to electronically file the returns and he will give us Passport clearance today. We are working on the filing, so we should have clearance by the end of the day. Will keep everyone updated.

Al

**Alfred C. Bereche**

**Senior Vice President, General Counsel**

**and Corporate Secretary**


**The LiRo Group**

Integrated Construction, Design, and Technology Solutions
3 Aerial Way| Syosset, New York| 11791

516.938.5476 [T] | 516.408.8199 [M] | www.liro.com

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**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Friday, August 7, 2020 11:47 AM
**To:** Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Mora, Monica <moram@liro.com>; Bereche, Alfred <Berechea@liro.com>; aliberti@ddc.nyc.gov <aliberti@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Hello Yashmin,

We are working. Transaction is in process. Give some time.

Ranjit

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**From:** Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>
**Sent:** Friday, August 07, 2020 11:29 AM
**To:** Mora, Monica <moram@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

**Hi Ranjitsinh /DOF – Good Morning. We need your help. Comptroller is asking how much does the Vendor owe DOF? The previous e-mail below from Liro – mentioned a total of (9) checks.**

**Can you please let us know the amount?**

**Thanks!**
**Yasmin Khan**
**NYC DDC**
**718-391-1385**

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**From:** Khan, Yasmin (DDC)
**Sent:** Friday, August 07, 2020 11:16 AM
**To:** Mora, Monica <moram@liro.com>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Hi Monica – We need your help – the comptroller is asking did all (9) checks cleared by DOF – If so, we need the amount and cleared dates next to each. Please provide asap.

Thanks!
Yasmin
NYC DDC
718-391-1385

---

**From:** Mora, Monica <moram@liro.com>
**Sent:** Thursday, August 06, 2020 4:18 PM
**To:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>; Bereche, Alfred <Berechea@liro.com>; Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Please see attached the 4 payments referenced below. TY

**From:** Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Sent:** Thursday, August 6, 2020 4:06 PM
**To:** Bereche, Alfred <Berechea@liro.com>; aliberti@ddc.nyc.gov; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>; Ng, Chi Lun (Alan) (DOF) <NgChiLun@finance.nyc.gov>; Parker-Cortijo, Pamela (DOF) <Parker-CortijoP@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Mora, Monica <moram@liro.com>; Jacob, Ayad (DOF) <JacobAyad@Finance.Nyc.Gov>
**Subject:** RE: Resolution of LiRo Delinquent Tax Payments -Liro- Enginers Inc EIN [redacted]

Good afternoon, Alfred,
Thank you for your inquiry.
Upon review we did not found following checks on this list.

[redacted]

We have to bring to your attention that our processing Unit located at another place. We do not know if processing Unit received Tax returns and checks.
As usual, checks and tax returns are posted on tax payer's account after documents are processed . This process time is about 2-3 business weeks
We can confirm only after checks and tax returns are reflect/posted on Tax payer's account.
For you convenience, You can send you inquiry directly to Ranjit Vaghela ,City tax Auditor at vaghelar@finance.nyc.gov who is point of contact. Please note my contact mobile number 9295128148. .We will respond immediately.
**We always reply all inquiries on same day or next day.**
*We are extremely sorry for not responding your phone calls as messages not reached us* because we are working remotely.
Let me explain in detail We sent tax debt notification date on 7/6/2020 to Anfoss Andrea and Monica Mora Senior Paralegal, The Liro Group for delinquent CRT tax returns for period 5/2012- 5/2020.
We have sent reply to each person that tax returns and checks are not posted on tax payer's account.
We request you to wait. We will keep you inform.
Regards,

**Ranjitsinh Vaghela**
**City Tax Auditor,**
**NYC Finance,**
**Collection Division, Analytic Unit**
**59 Maiden lane,24th Fl.,**
**New York.**

**From:** Bereche, Alfred <Berechea@liro.com>
**Sent:** Thursday, August 06, 2020 2:31 PM
**To:** Aliberti, Jerry (DDC) <ALIBERTI@ddc.nyc.gov>; Khan, Yasmin (DDC) <KhanY@ddc.nyc.gov>; Samani, Afsar (DDC) <SamaniA@ddc.nyc.gov>; Salta, Albert (DOF) <SaltaA@finance.nyc.gov>; Vaghela, Ranjit (DOF) <VaghelaR@finance.nyc.gov>
**Cc:** Tormenta, Luis <Tormental@liro.com>; Gerbasi, Peter <Gerbasip@liro.com>; Caggiano, Anthony <Caggianoa@liro.com>; Mora, Monica <moram@liro.com>
**Subject:** Resolution of LiRo Delinquent Tax Payments

All, the purpose of this email is to provide status of this issue and related relevant information.

On July 30, 3030, LiRo Engineers Inc.,(LiRo) mailed via USPS our delinquent Commercial Rent Tax filings along with the required payments for the period 2012 to present to the NYC Department of Finance (DOF).

Numerous inquiries via Email and phone were made to the DOF to obtain acknowledgement of receipt of LiRo's tax return and payments on the dates noted below:

1.Voice mails were left on general mailbox at the DOF office on August 3rd through August 5th:
2.Email inquiry were sent via the DOF website on August 3rd through August 6th.

In addition, on July 30, 2020, LiRo notified senior staff at DDC to inform them that the tax filings and required payments had been made, as well as our efforts to contact DOF tax clearance in an attempt to promptly resolve the Pass Port non-compliance status. LiRo also contacted MOCS on August 4th in a further attempt to expedite resolution. Our request was referred to the help center at MOCS, but we have not heard from them as of today. A follow up request was sent today as well.

Furthermore, numerous emails were sent to Ranjitsinh Vaghela from DOF Tax Clearance on July 30th through August 3rd requesting assistance in obtaining acknowledgment of LiRo's taxes, payments and Tax Clearance approval on LiRo's Passport account. Via subsequent email correspondence, we were advised by Ranjitsinh that it takes two weeks for them to process both the tax filing and payment and that nothing more can be done until the processing was complete. We were advised to check back in 2 weeks with regards to DOF Tax Clearance approval on our Passport account. We were also advised that any associated penalties would be assessed by DOF at a later date. Subsequently, on August 4th, LiRo emailed Anthony Salta from DOF Tax Clearance requesting additional assistance in obtaining acknowledgment of LiRo's tax payments and Tax Clearance approval of LiRo's Passport account status as well. He has not responded to our request. **We have confirmed today, that all required tax and interest checks (9 checks in total) for all delinquent years cleared payment on August 3rd (copies of the cleared checks are attached).**

At this time, we have provided all necessary information and payments necessary to resolve this issue. Any assistance you can provide to finalize this issue with the DOF Tax Clearance department would be greatly appreciated.

Please contact me at 516-408-8199 if there are any questions. Thank you

Al Bereche
LiRo Engineers, Inc.
Senior Vice President and General Counsel

**Question 17Aiii**

Rocco L. Trotta, [redacted] Chairman, CEO, President

Paul Levine, CPA, [redacted] Vice President, CFO

Michael Burton, [redacted] Executive Vice President & National Operations Mgr

Michael Bailey, [redacted] Executive Vice President

Robert Kreuzer, [redacted] Senior Vice President

Alfred C. Bereche, [redacted] Executive Vice President, General Counsel, Secretary

Lawrence Blond, [redacted] Executive Vice President

Joseph Massa, [redacted] Executive Vice President, COO, Assistant Secretary

Panagiotis Kolanos, [redacted] Senior Vice President

B. Charles Manning, [redacted] Director

John Dionisio, [redacted] NY 11530, Director

**Question A vii**

**Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

# 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

**LIRO ENGINEERS INC**
**MONICA MORA-LEGAL ADMIN ASST**
**3 AERIAL WAY**
**SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

CERTIFICATE NUMBER
**0021407**

BETTY ROSA
COMMISSIONER OF EDUCATION

**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: Panagiotis Koklanos, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: 11545
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301
**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

**Type** Business
**Description**
**Address** 1266 East Main Street
**City** Stanford State/Province/ Territory: CT Zip/Postal Code: 06902
**Country** US
**Phone** (203) 989-4790

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5296 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 11801 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 Allen Street | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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 | Senior Vice President |
| Start Date | 10/18/2021 |

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.

Officer of:

DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.

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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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, Panagiotis Koklanos, PE , 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, Panagiotis Koklanos, PE , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Panagiotis Koklanos, PE KOKLANOSP@LIRO.COM

Senior Vice President

Title

03/11/2026 09:27:22 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: Alfred Bereche
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301

**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

**Type** Business
**Description**
**Address** 1266 E. Main Street, Soundview Plaza, Suite 700R

**City** Stamford State/Province/ Territory: CT Zip/Postal Code: 06902
**Country** US
**Phone** (203) 992-4560

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10018 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

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|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza, 28th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | 03/23/2011 |
| Chief Financial Officer | | Partner | |
| Vice President | 12/01/2015 | | |
| (Other) | | | |

| | |
|---|---|
| Type | Other |
| Description | Senior Vice President, General Counsel, Secretary |
| Start Date | 10/24/2018 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President, General Counsel, Secretary |
| Start Date | 04/01/2021 |

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.

An officer of:
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
Monitor Builders, Inc.
LiRo GIS, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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, Alfred Bereche , 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, Alfred Bereche , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Alfred Bereche BERECHEA@LIRO.COM

Executive Vice President, General Counsel & Secretary

Title

03/11/2026 09:01:13 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 Massa, CCM
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 1 State Street Plaza, 28th Floor

**City** New York State/Province/ Territory: NY Zip/Postal Code: 10004
**Country** US
**Phone** (212) 563-0280

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**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301

**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18411
**Country** US
**Phone**

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| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 1266 E. Main Street, Soundview Plaza, Suite 700R | | | | |
| **City** | Stamford | State/Province/ Territory: | CT | Zip/Postal Code: | 06902 |
| **Country** | US | | | | |
| **Phone** | (203) 992-4560 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 11801 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

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 | Senior Vice President/ Chief Administrative Officer |
| Start Date | 10/01/2018 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President, Chief Operating Officer |
| Start Date | 10/20/2020 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President, Chief Operating Officer, Assistant Secretary |
| Start Date | 04/27/2022 |

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.

Mr. Massa is an officer of the following companies:
LiRo GIS, Inc.
LiRo Constructors, Inc.
LiRo Program and Construction Management, Inc.
Monitor Builders, 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 [X] NO [ ] If Yes, provide details.

The affiliate companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 Massa, CCM , 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 Massa, CCM , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Massa, CCM MASSAJ@LIRO.COM

Executive Vice President, Chief Operating Officer, Assistant Secretary

Title

03/11/2026 09:08:58 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: Lawrence H. Blond, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

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

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 1 State Street Plaza, 28th Floor
**City** New York State/Province/ Territory: NY Zip/Postal Code: 10004
**Country** US
**Phone** (212) 563-0280

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301
**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 1266 E. Main Street, Soundview Plaza, Suite 700R | | | | |
| **City** | Stamford | State/Province/ Territory: | CT | Zip/Postal Code: | 06902 |
| **Country** | US | | | | |
| **Phone** | (203) 992-4560 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 11801 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

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 | Senior Vice President |
| Start Date | 09/01/2006 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President |
| Start Date | 01/15/2020 |

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.

Officer of:
LiRo Program and Construction Management, PE P.C.
LiRo GIS, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
Monitor Builders, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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, Lawrence H. Blond, PE , 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, Lawrence H. Blond, PE , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lawrence H. Blond, PE BLONDL@LIRO.COM

Executive Vice President

Title

03/11/2026 11:30:06 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 Bailey, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: 11746
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

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

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301
**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

**Type** Business
**Description**
**Address** 1266 E. Main Street, Soundview Plaza, Suite 700R
**City** Stamford State/Province/ Territory: CT Zip/Postal Code: 06902
**Country** US
**Phone** (203) 992-4560

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 11801 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza, 28th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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 | Senior Vice President |
| Start Date | 10/01/2006 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President |
| Start Date | 01/15/2020 |

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.

Officer of:
LiRo Program and Construction Management, PE P.C.
RLT Engineering, Geology and Land Surveying, P.C.
LiRo GIS, 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 [X] NO [ ] If Yes, provide details.

The affiliate companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 Bailey, PE , 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 Bailey, PE , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Bailey BAILEYM@LIRO.COM

Executive Vice President

Title

03/11/2026 09:14:41 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 Burton, PE
Date of birth: [redacted]
Home address: [redacted]

| | | | | | |
|---|---|---|---|---|---|
| City: | [redacted] | State/Province/ Territory: | [redacted] | Zip/Postal Code: | [redacted] |
| Country: | US | | | | |

Business Address: 3 Aerial Way

| | | | | | |
|---|---|---|---|---|---|
| City: | Syosset | State/Province/ Territory: | NY | Zip/Postal Code: | 11791 |
| Country | US | | | | |
| Telephone: | (516) 938-5476 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | | State/Province/ Territory: | | Zip/Postal Code: | |
| Country: | | | | | |
| Telephone: | | | | | |

List of other addresses and telephone numbers attached

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 116 North Washington Avenue, Office 301 | | | | |
| **City** | Scranton | State/Province/ Territory: | PA | Zip/Postal Code: | 18503 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 1266 E. Main Street, Soundview Plaza, Suite 700R | | | | |
| **City** | Stamford | State/Province/ Territory: | CT | Zip/Postal Code: | 06902 |
| **Country** | US | | | | |
| **Phone** | (203) 992-4560 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 11801 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

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|---|---|
| **Country** | US |
| **Phone** | |

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 538 Spruce Street, Suite 506 | | | | |
| **City** | Scranton | State/Province/ Territory: | PA | Zip/Postal Code: | 18503 |
| **Country** | US | | | | |
| **Phone** | (570) 963-7713 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

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|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza, 28th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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 | Senior Vice President & National Operations Manager |
| Start Date | 03/16/2009 |

| | |
|---|---|
| Type | Other |
| Description | Executive Vice President & National Operations Manager |
| Start Date | 01/15/2020 |

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.

Mr. Burton is an officer for the following affiliated companies:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
RLT Engineering, Geology and Land Surveying, P.C.

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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 Burton, PE , 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 Burton, PE , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Burton, PE BURTONM@LIRO.COM

Executive Vice President & National Operations Manager

Title

03/11/2026 11:38:07 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: Paul Levine
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301

**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

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**Type** Business
**Description**
**Address** 1266 East Main Street

**City** Stanford State/Province/ Territory: CT Zip/Postal Code: 06902
**Country** US
**Phone** (203) 989-4790

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| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10018 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 Allen Street | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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 | 11/02/2021 | Partner | |
| Vice President | 05/03/2021 | | |
| (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.

An officer of:
LiRo GIS, Inc.
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
Monitor Builders, Inc.
Bedford Village Chowder and Marching Club (501(c)(3) non-profit

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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State Agencies.

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 Levine , 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 Levine , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Levine LEVINEP@LIRO.COM

Vice President, Chief Financial Officer

Title

03/11/2026 11:43:34 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: Robert Kreuzer
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es): 3 Aerial Way

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 1 State Street Plaza, 28th Floor

**City** New York State/Province/ Territory: NY Zip/Postal Code: 10004
**Country** US
**Phone** (212) 563-0280

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**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301

**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

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|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 1266 E. Main Street, Soundview Plaza, Suite 700R | | | | |
| **City** | Stamford | State/Province/ Territory: | CT | Zip/Postal Code: | 06902 |
| **Country** | US | | | | |
| **Phone** | (203) 992-4560 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10018 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

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 | 09/01/2007 | | |
| (Other) | | | |

| | |
|---|---|
| Type | Other |
| Description | Senior Vice President |
| Start Date | 04/07/2017 |

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.

Officer of RLT Engineering, Geology and Land Surveying, PC

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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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, Robert Kreuzer , 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, Robert Kreuzer , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Kreuzer KREUZERR@LIRO.COM

Senior Vice President

Title

03/11/2026 09:20:48 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: Rocco L. Trotta, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

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

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 116 North Washington Avenue, Office 301
**City** Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
**Country** US
**Phone**

**Type** Business
**Description**
**Address** 1266 E. Main Street, Soundview Plaza, Suite 700R
**City** Stamford State/Province/ Territory: CT Zip/Postal Code: 06902
**Country** US
**Phone** (203) 992-4560

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 141-07 20th Avenue, Suite 503 | | | | |
| **City** | Whitestone | State/Province/ Territory: | NY | Zip/Postal Code: | 11357 |
| **Country** | US | | | | |
| **Phone** | (718) 445-5295 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 212 West 35th Street, 8th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10018 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 235 East Jericho Turnpike | | | | |
| **City** | Mineola | State/Province/ Territory: | NY | Zip/Postal Code: | 11501 |
| **Country** | US | | | | |
| **Phone** | (516) 746-2350 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 333 Thornall Street | | | | |
| **City** | Edison | State/Province/ Territory: | NJ | Zip/Postal Code: | 08837 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 455 Winding Brook Dr., Suite 201 | | | | |
| **City** | Glastonbury | State/Province/ Territory: | CT | Zip/Postal Code: | 06033 |

| | | | | | |
|---|---|---|---|---|---|
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 529 Main Street, Suite 3303 | | | | |
| **City** | Boston | State/Province/ Territory: | MA | Zip/Postal Code: | 02129 |
| **Country** | US | | | | |
| **Phone** | (617) 532-6300 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 690 Delaware Avenue | | | | |
| **City** | Buffalo | State/Province/ Territory: | NY | Zip/Postal Code: | 14209 |
| **Country** | US | | | | |
| **Phone** | (716) 882-5476 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 703 Lorimer Street | | | | |
| **City** | Brooklyn | State/Province/ Territory: | NY | Zip/Postal Code: | 11211 |
| **Country** | US | | | | |
| **Phone** | (718) 782-0267 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 Allen Street, Suite 300 | | | | |
| **City** | Rochester | State/Province/ Territory: | NY | Zip/Postal Code: | 14608 |
| **Country** | US | | | | |
| **Phone** | (585) 287-8833 | | | | |

| | |
|---|---|
| **Type** | Business |
| **Description** | |

| | | | | | |
|---|---|---|---|---|---|
| **Address** | One Gateway Center, 300 Washington Street, Suite 902 | | | | |
| **City** | Newton | State/Province/ Territory: | MA | Zip/Postal Code: | 02458 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | One State Street Plaza, 28th Floor | | | | |
| **City** | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10004 |
| **Country** | US | | | | |
| **Phone** | (212) 563-0280 | | | | |

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

| | | | |
|---|---|---|---|
| President | 10/30/2020 | Treasurer | |
| Chairman of Board | 10/20/1997 | Shareholder | 10/20/1997 |
| Chief Exec. Officer | 10/30/2020 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

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

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

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

Prior to 10/30/20, Mr. Trotta was the principal owner of the following LiRo affiliated companies:
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
Hill-LiRo, Corp. f/k/a LiRo Corp.
James LaSala & Associates, LLP

Additional companies owned by Mr. Trotta are attached.

1 File(s) uploaded: Rocco Q5 Non LiRo RT Companies Attachment.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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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, Rocco L. Trotta, PE , 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, Rocco L. Trotta, PE , 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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

03/11/2026 11:23:52 am

Date

**Non-LiRo Entities Owned by Rocco L. Trotta, PE**

| | |
|---|---|
| Expressway 55, Inc.<br>EIN: [redacted]<br>Type of Business: For profit<br>800 Motor Parkway<br>Brentwood, NY 11717<br>Telephone: 631-234-0785, Fax: 516-214-8114 | Manhattan 24 Realty Company, LLC.<br>EIN: [redacted]<br>Type of Business: For profit<br>3 Aerial Way<br>Syosset, NY 11791<br>Telephone: 516-214-8149, Fax: 516-214-8114 |
| The Pratt Realty Corp.<br>EIN: [redacted]<br>Type of Business: For profit<br>690 Delaware Avenue<br>Buffalo, NY 14209<br>Telephone: 716-882-5476, Fax: 716-882-9640 | 112 Park Enterprises, LLC.<br>EIN: [redacted]<br>Type of Business: For profit<br>3351 Route 112<br>Medford, NY 11763<br>Telephone: 516-214-8149, Fax: 516-214-8114 |
| Six Aeriel Way Realty Corp.<br>EIN: [redacted]<br>Type of Business: For profit<br>6 Aerial Way<br>Syosset, NY 11791<br>Telephone: 516-938-5476, Fax: 516-938-5491 | Country Fair Kitchens, LLC<br>EIN: [redacted]<br>Type of Business: For profit<br>3351 Route 112<br>Medford, NY 11763<br>Telephone: 516-214-8149, Fax: 516-214-8114 |
| 1509 132nd Street Realty Corp.<br>EIN: [redacted]<br>Type of Business: For profit<br>15-09 132nd Street<br>College Point, NY 11357<br>Telephone: 718-886-7998, Fax: 718-886-6047 | Georgetown Land Development Company, LLC<br>EIN: [redacted]<br>Type of Business: For profit<br>One North Main Street<br>Georgetown, CT 06829 |
| Rocco Steakhouse, Inc.<br>EIN: [redacted]<br>Type of Business: For profit<br>72 Madison Avenue<br>New York, NY 10016<br>Telephone: 212-696-9660 | Runaway Bay Properties, Inc.<br>EIN: [redacted]<br>Type of Business: For Profit<br>117 S. Fairview Avenue<br>Bayport, NY 11705 |
| LiRo Holdings, Inc.<br>EIN: [redacted]<br>Type of Business: Holding Company<br>3 Aerial Way<br>Syosset, NY 11791 | RJ Tax Lien Investment, LLC<br>EIN: [redacted]<br>Type of Business: For Profit<br>1 Fawcett Place, Suite 22<br>Greenwich, CT 06830 |
| TJT Realty, LLC – Series 1<br>EIN: [redacted]<br>Type of Business: For Profit<br>3 Aerial Way<br>Syosset, NY 11791<br>Telephone: 516-938-5476 | Structured Partners LLC<br>EIN: [redacted]<br>Nature of Business: For Profit<br>100 Washington Blvd., 5th Floor<br>Stamford, CT 06902 |
| JP Industrial Park LLC<br>EIN: [redacted]<br>Type of Business: For Profit<br>125 East Chestnut Hill Road<br>Lichtfield, CT 06759 | 1 Aerial Way LLC<br>EIN:<br>Type of Business: For Profit<br>One Aerial Way<br>Syosset, NY 11791 |

**Former Holdings No Longer Owned by Rocco L. Trotta, PE**

RocVallina Corp.
EIN: [redacted]
Nature of Business: For Profit
61 IU Willets Road
Old Westbury, NY 11568

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

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):

1 File(s) uploaded: CCVD Q4 Attachment March 2026.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.

LiRo Engineers, Inc. is 100% owned by RT Asset Holdings, LLC.

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.

See attached.

1 File(s) uploaded: CCVD Question 6.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:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 03/11/2026 10:08:06 am

Title: Chairman, CEO, 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.

**Question 4**

Rocco L. Trotta, [redacted], Chairman, CEO, President

Paul Levine, CPA, [redacted], Vice President, CFO

Michael Burton, [redacted], Executive Vice President & National Operations Mgr

Michael Bailey, [redacted], Executive Vice President

Robert Kreuzer, [redacted], Senior Vice President

Alfred C. Bereche, [redacted], Executive Vice President, General Counsel, Secretary

Lawrence Blond, [redacted], Executive Vice President

Joseph Massa, [redacted], Executive Vice President, COO , Assistant Secretary

Panagiotis Koklanos, [redacted], Senior Vice President

B. Charles Manning, [redacted], Director

John Dionisio, [redacted], Director

**Question 6**

**LiRo Affiliated Companies**

LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP
None of the Affiliated Companies will be participating in the performance of the contract.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2026

**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: Connor Baker | |
|---|---|---|
| Marsh USA, Inc.<br>c/o Alliant Insurance Services, Inc.<br>333 Earle Ovington Blvd, Suite 700<br>Uniondale NY 11553 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| | INSURER A : Arch Insurance Company | |
| **INSURED** | INSURER B : XL Insurance America, Inc. | 24554 |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset NY 11791 | INSURER C : AGCS Marine Insurance Company | 22837 |
| | INSURER D : Arch Indemnity Insurance Compa | |
| | 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**<br>☐ CLAIMS-MADE ☒ OCCUR<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | [redacted] | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>SIR | $<br>$ 1,000,000<br>$<br>$ 5,000,000<br>$<br>$ 10,000,000<br>$ 500,000 |
| A | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | | [redacted] | 1/1/2026 | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☒ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | Y | | [redacted] | | 1/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | [redacted] | 1/1/2026 | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | | | | [redacted] | 1/1/2026 | 1/1/2027 | Limit | $1,000,000 |

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

Re: Contract No. H61587-74CM - Construction Management and Inspection Services for Resurfacing Phase 74

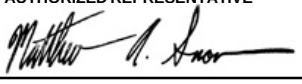
Nassau County, its officials, employees, volunteers, agents, volunteers, and representatives are included as Additional Insureds as respects General Liability, Automobile Liability, and Umbrella/Excess Liability on a Primary and Non-Contributory basis with regard to work performed by the Named Insured as required by written contract. Waiver of Subrogation applies to all Additional Insureds as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

**CERTIFICATE HOLDER**

**CANCELLATION** 30 Days Notice of 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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**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 |
|---|---|
| **All parties where required by written contract.** | **As required by written contract.** |
| 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.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **All parties where required by written contract.** | **As required by written contract.** |
| 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" 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".

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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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
LIQUOR 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 your 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 that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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):**<br><br>**All parties where required by written contract.** |
|---|
| 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2026

**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**<br>MARSH USA, LLC.<br>1166 Avenue of the Americas<br>New York, NY 10036<br><br>CN101636071-UPL-Prof-26-27 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** XL Specialty Insurance Company — 37885<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-012640700-01 **REVISION NUMBER:** 1

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 | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Contractors Professional | | | [redacted] | 05/01/2026 | 05/01/2027 | Limits: | 10,000,000 |
| | and Pollution Liability | | | | | | SIR: | 75,000 |

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

Re: Contract No.H61587-74 CM-Construction Management and Inspection Services for Resurfacing Phase 74

**CERTIFICATE HOLDER**

Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

**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**

Marsh USA LLC

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AGENCY CUSTOMER ID: [redacted]

LOC #: New York

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| MARSH USA, LLC. | LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791 |
| 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

The following are included as additional named Insured:

LiRo Engineers, Inc

LiRo Program and Construction Management, PE P.C.

LiRo Program and Construction Management, PE P.C. (Inc)

LiRo Architects + Engineers West, P.C.(NJ)

LiRo Architects + Engineers, P.C.(PA)

LiRo Architects + Engineers, P.C. (CT)

LiRo Constructors, Inc.

LiRo GIS, Inc.

James, LaSala & Associates, LLP

Monitor Builders, Inc.

LiRo-Hill , Corp

DAI, Inc.

RLT Engineering, Geology, and Land Surveying, P.C.

LiRo Architects + Planners, P.C

Aecom-LiRo Joint Venture

LiRo-JRCruz Joint Venture

Hardesty & Hanover + LiRo Joint Venture

Ecosystem-LiRo Energy Group II JV

LiRo Program and Construction Management PE PC/Hill International, Inc Joint Venture

LiRo-Hill Joint Venture II



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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)
LIRO ENGINEERS, INC.
3 AERIAL WAY
SYOSSET, NY 11791

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

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
1194 Prospect Avenue
Westbury, NY 11590

3a. Name of Insurance Carrier
**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
10/01/2025 to 09/30/2026

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 1/5/2026 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 Wade Harrison, President

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.

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset NY 11791<br><br>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<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>[redacted] |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>Nassau County<br>Department of Public Works<br>1194 Prospect Avenue<br>Westbury NY 11590 | 3a. Name of Insurance Carrier<br>Arch Insurance Company<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>[redacted]<br><br>3c. Policy effective period<br>1/1/2026 to 1/1/2027<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ 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: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith 12/30/2025
(Signature) (Date)

Title: Account Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

**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.

**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 20, 2026

**SUBJECT:** Construction Management and Inspection Services for Resurfacing Various Nassau County Roads under Phase 74
Agreement H61587 74CM
**Recommendation of Firms**

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for Nassau County Department of Public Work's Construction Management Unit: Highway/Bridge Construction Group. The selected firm will manage Concrete Roadway repairs under Phase 74. These services shall include providing one resident engineer, one office engineer, two inspectors to manage this construction contract.

The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in New York Post. The County received twenty-two (22) responses to the Request for Proposals (RFP), and all twenty-two (22) proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department by James Caruso, Project Manager III, Daniel Wong, Civil Engineer II and Liji Samuel, Project Manager I,

The selection committee held the evaluation meeting on May 19, 2026, at 10.00 AM in conference room B at 1194 Prospect Ave, Westbury. The results of the Technical Evaluation including Cost Proposals are as follows:

| Firm Name | Original Tech Proposal Score | Rank | Proposed Fees * |
|---|---|---|---|
| LiRo | 91.33 | 1 | $1,966,169.20 |
| NV5 | 89.00 | 2 | $2,090,975.00 |
| LKB | 88.67 | 3 | $1,841,470.00 |
| M&J | 88.33 | 4 | $1,914,000.00 |
| LKMA | 87.67 | 5 | $2,201,972.00 |
| Haider Engineering | 85.00 | 6 | |
| Hardesty and Hanover | 84.67 | 7 | |
| Entech Engineering | 82.33 | 8 | |
| Gannet Flemings | 82.33 | 8 | |
| TSPE | 79.67 | 10 | |
| Hirani | 79.00 | 11 | |
| Munoz Engineering | 78.00 | 12 | |
| GPI | 77.00 | 13 | |
| Lozier | 76.33 | 14 | |
| SEPC | 75.00 | 15 | |
| ZI Engineering | 73.67 | 16 | |

**SUBJECT:** Construction Management and Inspection Services for Resurfacing Various Nassau County Roads under Phase 74
Agreement H61587 74CM
**Recommendation of Firms**

| | | | |
|---|---|---|---|
| Nelson and Pope | 73.67 | 16 | |
| SIMCO | 69.00 | 18 | |
| Excelsor Engineering | 65.67 | 19 | |
| Urban Engineering | 65.67 | 19 | |
| H2M | 65.00 | 21 | |
| Cashin | 36.00 | 22 | |

* Proposed Fee is based on hourly rates for a Resident Engineer, Office Engineer, and two inspectors' times a multiplier plus $50,000.00 for reimbursable for extra engineering services for the anticipated project duration.

LiRo, NV5, LKB, M&J and LKMA were the top five technical scored firms, and their scores are 91.33, 89.00, 88.67, 88.33 and 87.67 respectively. All these above five firms received technical scores within two points each other. The TRC decided to open cost proposals from the top five (5) technical scored firms, and their proposed are $1,966,169.20, $2,090,975.00, $1,841,470.00, 1,914,000.00, and $2,201,972.00 respectively. LKB's proposed cost is the lowest but during the TRC meeting find out that proposed RE is no longer available for this project. Since LiRo's score is the highest technical score out of the five firms and three point higher M&J, TRC decided to recommend LiRo to perform CMI services for this project. Also, LiRo's proposed team is deemed best qualified to perform the scope of this work based on their qualifications, certifications and previous experience.

It is the Department's recommendation that LiRo be retained for this contract. Funding for these professional services is available under Capital Project 61587.

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:TMG:jd
c: Thomas M George, Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Gijo Varghese, Civil Engineer IV
Saji Varughese, Project Manager IV
James Caruso, Project Manager III
Daniel Wong, Civil Engineer II
Liji Samuel, Project Manager I

APPROVED:

5/21/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

# Request to Initiate - R26-0009 (P25-0101R - Phase 74 Concrete Roadway Repair - Various Locations)

| | | | |
|---|---|---|---|
| RTI Status | **Active** | | |
| Request Type | **RFP** | | |
| Service Requested | **CMI Services for Construction of Phase 74 Concrete Roadway Repair - Various Locations** | | |
| Justification | **Need to procure a CM firm to manage all construction, pre and post construction for the repair/replace concrete panels, seal joints, resurface asphalt locations to extend the roadway service life of various roadways.** | | |
| Requested By | **Public Works** | Project Manager | **Saji Varughese** |
| Project Cost for this Phase / Contract | **Construction Management** | | |
| PIR Phase Amount Listed | **2,166,000.00** | Phase Cost | **2,166,000.00** |
| Total Project Cost | **$13,466,000.00** | | |
| Start Work | **01/07/2026** | Duration | **24 months** |
| Renewal Options | **Until Finish** | | |
| Procurement Method | **RFP** | | |
| Procurement Method Reason | **This will be advertised in NY Post, County eprocurement system and NYS,** | | |
| 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 | 61587 - Resurfacing Various County Roads | 074 | PWCAPCAP | 2,166,000.00 | | 0 | | | 01/08/2026 | 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?<br>• Employee / Man Hours<br>• 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?<br>• Labor<br>• 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 | **Saji Varughese** | **01/07/2026 04:18 pm** |
| Funding Added | **See Funding Source Tab** | |
| Capital Funding Approved | **James Woytysiak** | **01/08/2026 11:04 am** |
| AIM Entered | **Deanna Funk** | **01/09/2026 07:01 am** |
| Time Sheet Code | **26-0009** | |
| Commissioner Approved | **William Nimmo** | **01/09/2026 09:26 am** |
| DCE / Ops Approved | **Arthur Walsh** | **01/09/2026 01:53 pm** |

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO**: Saji Varughese, Project Manager IV

**FROM**: Office of the Commissioner

**DATE**: January 13, 2026

**SUBJECT**: CSEA Sub-Contracting Approval
**C26-0009 Contract Number: H61587-74CM**
*Construction Management and Inspection Services for Resurfacing Various County Roads*

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 **C26-0009**.

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
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

C26-0009

**TO**: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalander, President

**FROM**: Department of Public Works

**DATE**: January 8, 2026

**SUBJECT**: CSEA Notification of Procurement of Services
Contract/Proposal Number: H61587-74CM
Contract Name: Construction Management and Inspection Services for Resurfacing Various Nassau County Roads

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 for Construction Management and Inspection Services for DPW's Highway/Bridge Construction Group.

2. The work involves the following: Provide one (1) resident engineer, one (1) office engineer, and two (2) inspectors on an "as-need" basis for Resurfacing Phase 74. Since this project is being constructed with NYSDOT Standard Specifications, all the Construction Management staff are required to be well conversant with NYSDOT specifications, MURK, CEES, APPIA and all other programs, as applicable. This improvement project will be managed by DPW's Construction Management Unit, Highway/Bridge Construction Group.

3. An estimate of the cost is: $2,166,000.00

4. An estimate of the duration is: Twenty-four (24) 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:TMG:jd
c: Melissa Gallucci, Commissioner Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Elizabeth Cotton, Special Assistant, Office of Labor Relations

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)**

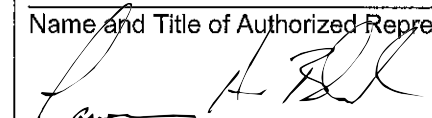
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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.

Lawrence H. Blond, PE/Executive Vice President

Name and Title of Authorized Representative

m/d/yy



3/18/26

Signature

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

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: | LiRo Engineers, Inc. |
| Address (street/city/state/zip code): | 3 Aerial Way, Syosset, NY 11791 |
| Authorized Representative (name/title): | Michael Bailey, PE, Executive Vice President |
| Authorized Signature: | |
| Contract Number: | PW-H61587-74CM |
| Contract/Project Name: | Construction Management Services and Inspection Services for Resurfacing Phase 74 |
| Contract/Project Description: | Construction Management Services and Inspection Services for Resurfacing Phase 74 |

## Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | $1,966,169.20 | | |
| Total DBE Dollar Amount | | DBE Contract Percentage | |
| Total MBE Dollar Amount | $159,402.13 | MBE Contract Percentage | 8.1% |
| Total WBE Dollar Amount | $159,402.12 | WBE Contract Percentage | 8.1% |
| Total SDVOB Dollar Amount | $59,905.30 | SDVOB Contract Percentage | 3.0% |
| Total Combined M/WBE/SDVOB Dollar Amount | $378,709.55 | Combined M/WBE/SDVOB Contract Percentage | 19.2% |

**Part 3- DBE Information (use additional blank sheets as necessary):**

| DBE Firm | Description of Work (DBE) | Projected DBE Contract Amount ($) and Award Date | DBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code: NY 11556<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 4- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: CSM Engineering, P.C. (M/W/DBE)<br>Address: 626 RXR Plaza<br>City: Uniondale<br>State/Zip Code: NY,11556<br>Authorized Representative: Ms. Hiara P. Guevara<br>Telephone No. 516.378.4887 Ext. 203 | Inspection services | Amount ($): $159,402.13<br>Award Date: TBD | Start Date: October 2026<br>Completion Date: Nov 2027 |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 5- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name: CSM Engineering, P.C. (M/W/DBE)<br>Address: 626 RXR Plaza<br>City: Uniondale<br>State/Zip Code: NY,11556<br>Authorized Representative: Ms. Hiara P. Guevara<br>Telephone No. 516.378.4887 Ext. 203 | Inspection services | Amount ($): $159,402.12<br>Award Date: TBD | Start Date: October 2026<br>Completion Date: Nov 2027 |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 6- SDVOB Information (use additional blank sheets as necessary):**

| SDVOB | Description of Work (SDVOB) | Projected SDVOB Contract Amount ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name: Hayduk Engineering, LLC<br>Address: 1010 Route 112 Suite 200<br>City: Port Jefferson Station<br>State/Zip Code: NY, 11776<br>Authorized Representative: Diana Soldano<br>Telephone No. 631-476-0600 | Inspection services | Amount ($): $59,905.30<br>Award Date: TBD | Start Date: Nov 2027<br>Completion Date: March 2028 |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

Certified: --

**E-87-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
12:18 PM

## NIFS ID: CLPW26000014

Capital: **X**

Contract ID #: **CFPW23000029**
NIFS Entry Date: **06/16/2026**
DPW Contract Number: **B90400-01CMC**

## Department: Public Works

Service: **On Call Constr. Management Services Buildings-B90400-01CMC Amendment No.1**
Term: **No change to contract term**
Contract Delayed: **X**

| | | |
|---|---|---|
| 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): | **Yes** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **AECOM USA, Inc.** | ID#:**135511947** |
| Main Address: **605 Third Ave**<br>**New York, NY 10158**<br>Contract Specific Address: **For Remittance:**<br>**AECOM USA Inc.**<br>**1178 Paysphere Circle**<br>**Chicago, IL 60674-0011** | |
| Main Contact: **Abby Bass** | |
| Main Phone: **(407) 212-2719** | |

| **Department:** |
|---|
| Contact Name: **Valiant Yeung** |
| Address: **NCDPW**<br>**1194 Prospect Avenue**<br>**Westbury, NY 11590** |
| Phone: **(516) 571-7523** |
| Email:<br>**lcaruso@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,vyeung@nassaucountyny.gov,sean.chow@jacobs.com** |

# Contract Summary

**Purpose:** This is Amendment No. 1 to the personal services agreement with the firm AECOM USA, Inc. to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed to supplement the County current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future. The amendment is required to increase the contract capacity by $1,000,000 to continue CM services for the NCPD's Property Clerk Relocation project and to

oversee the Nassau County Supreme Court Elevator Rehabilitation project.

**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 posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

**Description of General Provisions:** Amendment No.1 to increase maximum contract amount. Three-year contract executed on January 2, 2025, with an option to extend by two (2) years.

**Impact on Funding / Price Analysis:** Amendment No. 1 is for $1,000,000 increasing the maximum contract amount to $2,000,000. Funding for the amendment is available from Capital Projects 50701 and 90407. Initial encumbrance from project 50701 is $50,000 and from project 90407 is $279,613, for a total of $329,613.

**Change in Contract from Prior Procurement:** Adding an additional $1,000,000, increasing the contract maximum from $1,000,000 to $2,000,000.

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 01/02/2025

Original procurement method: Request for Proposals.

**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 50701 000 | 02 | $50,000.00 |
| Project Number 50701<br>Project Detail 000 | | | | | | | | |
| | | | | | | **TOTAL** | | **$329,613.00** |
| CAP | | | 00 | PWCAPCAP | 00003 | PWCAPCAP 00003 90407 025 | 03 | $279,613.00 |
| Project Number 90407<br>Project Detail 025 | | | | | | | | |
| | | | | | | **TOTAL** | | **$329,613.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 107 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $329,613.00 |
| Other | $0.00 |
| **Total** | **$329,613.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Kobel | 06/18/2026 03:08PM | Approved |
| NIFS Final Approval | Christopher Yansick | 06/19/2026 05:28PM | Approved |
| Final Approval | Christopher Yansick | 06/22/2026 09:30AM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Christopher Yansick | 06/22/2026 09:30AM | Approved |
| Final Approval | Christopher Yansick | 06/22/2026 09:30AM | Approved |
| **County Attorney** | | | |
| RE & Insurance Verification | Kemely Weiss | 06/25/2026 04:42PM | Approved |
| Approval as to Form | Kemely Weiss | 06/25/2026 04:42PM | Approved |
| NIFS Approval | Mary Nori | 06/25/2026 05:36PM | Approved |
| Final Approval | Mary Nori | 06/25/2026 05:36PM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 06/22/2026 09:33AM | Approved |
| NIFA Approval | Christopher Nolan | 06/25/2026 04:56PM | Approved |
| Final Approval | Christopher Nolan | 06/25/2026 04:56PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 06/26/2026 10:12AM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/29/2026 05:34PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/06/2026 11:38AM | Approved |
| Final Approval | Arthur Walsh | 07/06/2026 11:38AM | Approved |

| | | | |
|---|---|---|---|
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 07/06/2026 12:12PM | 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 AECOM USA, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with AECOM USA, INC., to provide on-call construction management services for Nassau County, 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 AECOM USA, INC.

# AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated 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) ) AECOM USA, Inc., (AECOM) having an office at 200 Broadhollow Road, Melville, NY 11747 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90400-01CMC between the County and the Firm, executed on behalf of the County on January 2, 2025 (the "Original Agreement"), the Firm performs construction management services for the County in connection with construction, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum 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 Dollars ($1,000,000.00); and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; 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 Amendment, the parties agree as follows:

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by One Million Dollars ($1,000,000.00), 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 Dollars ($2,000,000.00).

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.

AECOM USA, INC.

By: _____
Name: JOHN G. HARTMANN
Title: VICE PRESIDENT
Date: 6/10/2026

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ New York

On the 10th day of June in the year 2026 before me personally came John Hartmann 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 Vice President of AECOM, 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 Emilio Alvarado

EMILIO ALVARADO
Notary Public, State of New York
Reg. No. Reg. No. 01AL0037672
Qualified in New York County
Commission Expires 05/22/2029

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

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Contract File

**FROM:** Jane Houdek, Esq.
Designated DCCO

**DATE:** May 8, 2026

**SUBJECT:** B90400-01CMC
On-Call Construction Management Amendment No. 1
AECOM USA, Inc.
Responsibility Determination Memo

## DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

## NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

## Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not

considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

## Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

## Adverse Information Review

On its disclosure forms, the Vendor reports numerous US Occupational, Safety and Health Administration (OSHA) inspections, along with a few OSHA violations for work by its construction affiliates. The number of violations is not large for an entity of the Vendor's size, nor were any of the violations characterized by OSHA as willful or serious.
Vendor reports that the New York State Department of Labor (NYSDOL) elected not to prosecute an AECOM affiliate after issuing a notice of violation involving asbestos abatement work. Additionally, Vendor is contesting a NYSDOL notice of violation for structures under a site-specific variance.

Vendor, along with Central Hudson Gas & Electric and Weeks Marine Inc, jointly settled a notice of violation issued by the New York State Department of Environmental Conservation (NYSDEC) due to an oil sheen escaping a containment boom at a remedial project on the Hudson River bank. Additionally, Vendor is contesting a violation notice issued by NYSDEC for alleged tidal wetland permit violations on another project.
Vendor paid a penalty $2,586 to the New York State department of Transportation for blocking sidewalks with construction barriers during a remedial project without a permit.

Vendor also reports that the US Dept. of Justice (USDOJ) intervened in a whistle blower lawsuit against AECOM related to work it did for the Federal Emergency Management Agency (FEMA) after Hurricane Katrina. The complaint is for actions that took place from 2009-2011. The employee that was the primary focus of the complaint was terminated in 2010. The settlement agreement requires the Vendor to pay $5,900,000 in restitution - $2,478,000 of that amount is paid Robert Romero; the relator that initiated the qui tam action. The settlement agreement also states that there was no admission of liability by Vendor and contains an express denial by Vendor of wrongdoing or violation of the False Claims Act. Vendor reports that FEMA has continued to award it contracts.

Vendor reports that a company known as Amentum has settled actions with the US Dept of Labor and the USDOJ. Vendor is reporting these settlements because Amentum is a company made up of a former AECOM business group known as Management Services (MS) and the conduct that was addressed by the settlements occurred while Management Services was part of AECOM. Both settlements occurred after MS separated from AECOM and became Amentum in 2020. AECOM was not involved in the settlements and paid no fine or other monies to the US government or any other person or entity as part of the Amentum settlements.

AECOM principles report on their Principal Questionnaires (PQ) that AECOM parent company, ATS, received notices from the Cities of Milwaukee and Sarasota that its contracts with those Cities had been terminated for cause. In both instances, ATS was successfully in reversing the termination for cause decisions. Additionally, AECOM is challenging a notice of termination for cause by Atlantic City Electric. On their PQs, Vendor Principals report that in March 2019, ATS entered into a Settlement Agreement with the City of Philadelphia relating to failing to disclose campaign contributions. The contributions did not exceed the City's campaign finance limits and AECOM continues to work for the City under existing contracts.

Applying the law and County Procurement Policy guidance to the facts reported in this memorandum, the Department has concluded that Vendor is a responsible vendor for the performance of the scope of work for B90400-01CMC On-Call Construction Management Amendment No. 1.

Jane Houdek
Attorney for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: AECOM USA, Inc.**

**2. Amount requiring NIFA approval:** $1,000,000.00

**Amount to be encumbered:** $329,613.00

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. 1 to the personal services agreement with the firm AECOM USA, Inc. to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed to supplement the County current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future. The amendment is required to increase the contract capacity by $1,000,000 to continue CM services for the NCPD's Property Clerk Relocation project and to oversee the Nassau County Supreme Court Elevator Rehabilitation project.

**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 06/25/2026

***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, John DiChello 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: AECOM USA, Inc.

Vendor's Address: 605 Third Ave New York NY US 10158

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 02/11/2026 10:42:36 am

Lobbyist Registration and Disclosure Form: 02/27/2026 12:59:11 pm

Business History Form certified: 04/07/2026 01:41:21 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/11/2026 10:47:22 am

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Samuel Donelson [SAMUEL.DONELSON@AECOM.COM] |
| Date Certified | 03/16/2026 01:05:08 pm |

| | |
|---|---|
| Principal Name | Lisa Lesser [LISA.LESSER@AECOM.COM] |
| Date Certified | 04/01/2026 12:46:53 pm |

| | |
|---|---|
| Principal Name | Glen Kartalis [GLEN.KARTALIS@AECOM.COM] |
| Date Certified | 04/02/2026 01:02:53 pm |

| | |
|---|---|
| Principal Name | Vishnu Ramlagan [VISHNU.RAMLAGAN@AECOM.COM] |
| Date Certified | 03/18/2026 02:21:28 pm |

I, John DiChello 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."

John DiChello JOHN.DICHELLO@AECOM.COM

*Name*

Asst. Secretary

*Title*

AECOM USA, Inc.

*Name of Submitting Entity*

04/07/2026 01:42:37 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:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:42:36 am

Vendor: AECOM USA, Inc.

Title: Assistant Secretary

**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: 04/07/2026

1) Proposer's Legal Name: AECOM USA, Inc.

2) Address of Place of Business: 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Address: 125 Broad Street

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: End Date:

3) Mailing Address (if different): 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Phone: (212) 973-2900

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 [X] NO [ ] If yes, please provide details:

AECOM USA, Inc. shares space & equipment with other affiliated entities under AECOM ownership.

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

YES [X] NO [ ] If yes, please provide details:

See attached list of subsidiary entities.

1 File(s) uploaded: AECOM USA Subsidiaries Apr 2026.xlsx

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:

AECOM USA, Inc. is a subsidiary of AECOM Technical Services, Inc. See attached list of affiliates.

1 File(s) uploaded: AECOM USA Affiliates Apr 2026.xlsx

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 [X] NO [ ] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

See attachment.

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.

See attachment.

1 File(s) uploaded: AECOM USA, Inc. Question 13.docx

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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

(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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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;

05/03/1930

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.

AECOM USA, Inc. is wholly owned by AECOM Technical Services, Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded company on the NYSE (symbol ACM).

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

See Attachment.

1 File(s) uploaded: AECOM USA Officers Apr 2026.xlsx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15000

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See technical proposals. Furthermore, for Question V above, please note that these are employees of AECOM Technical Services, Inc.., the owner of AECOM USA, Inc.

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

B. Indicate number of years in business.

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

See information and references provided in submitted technical proposals.

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 | SUNY/Fashion Institute of Technology (FIT) | | |
| Contact Person | George Jefremow | | |
| Address | 227 West 27th Street | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 217-7999 | | |
| Fax # | | | |
| E-Mail Address | george_jefremow@fitnyc.edu | | |

| | | | |
|---|---|---|---|
| Company | Dormitory Authority of the State of New York | | |
| Contact Person | Paul J. Goncalves | | |
| Address | 723 Anderson Hill Road | | |
| City | Purchase | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 251-4434 | | |
| Fax # | | | |
| E-Mail Address | pgonclav@dasny.org | | |

| | | | |
|---|---|---|---|
| Company | NYC Department of Design and Construction | | |
| Contact Person | Eric Macfarlane, PE | | |
| Address | 30-30 Thompson Avenue | | |
| City | Long Island City | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (718) 391-3142 | | |
| Fax # | | | |
| E-Mail Address | macfarla@ddc.nyc.gov | | |

| | | | |
|---|---|---|---|
| Company | Fresno County Rural Transit Agency | | |
| Contact Person | Moses Stites | | |
| Address | 2035 Tulare St, Suite 201 | | |
| City | Fresno | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (559) 233-6789 | | |
| Fax # | | | |
| E-Mail Address | mstites@fresnocog.org | | |

| | |
|---|---|
| Company | Los Angeles Department of Transportation |
| Contact Person | Kari Derderian |

| | | | |
|---|---|---|---|
| Address | 1828 Sawtelle Blvd #108 | | |
| City | Los Angeles | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (213) 928-9741 | | |
| Fax # | | | |
| E-Mail Address | kari.derderian@lacity.org | | |

| | | | |
|---|---|---|---|
| Company | Loudoun County - Department of Transportation & Capital Infrastructure | | |
| Contact Person | Tina Paris | | |
| Address | 101 Blue Seal Dr SE - Ste 102 | | |
| City | Leesburg | State/Province/Territory | VA |
| Country | US | | |
| Telephone | (703) 771-5564 | | |
| Fax # | | | |
| E-Mail Address | tina.paris@loudoun.cov | | |

| | | | |
|---|---|---|---|
| Company | Roseville Electric Utility/City of Roseville | | |
| Contact Person | David Bradford | | |
| Address | 311 Vernon St, #206 | | |
| City | Roseville | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (916) 746-1672 | | |
| Fax # | | | |
| E-Mail Address | dbradford@roseville.ca.us. | | |

| | | | |
|---|---|---|---|
| Company | Washington Metropolitan Area Transit Authority | | |
| Contact Person | Darin Welt | | |
| Address | 600 5th Street NW | | |
| City | Washington | State/Province/Territory | DC |
| Country | US | | |
| Telephone | (202) 962-1835 | | |
| Fax # | | | |
| E-Mail Address | drwelt@wmata.com | | |

I, John DiChello , 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 DiChello , 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: AECOM USA, Inc.

Electronically signed and certified at the date and time indicated by:
John DiChello JOHN.DICHELLO@AECOM.COM

Assistant Secretary and Region Chief Counsel
Title

04/07/2026
Date

| Entity Name |
| --- |
| AECOM Architects & Engineers (NJ), Inc. |
| AECOM CARIBE, L.L.P. |
| AECOM INGENIERIA S.A. de C.V. |
| AECOM Libya Housing and Infrastructure, Inc. |
| AECOM Pacific, Inc. |
| AECOM USA of Massachusetts, Inc. |
| AECOM USA of Michigan, Inc. |
| ATC Architecture, Inc. |
| Consoer Townsend Envirodyne Engineers of Indiana, Inc |
| DIT-Harris, S.A. |
| DMJM Aviation, Inc. |
| DMJM, Inc. |
| DMJM+HARRIS CANADA INC. |
| Egis-Semaly, Inc. |
| Frederic R. Harris, Inc. |
| Lim & Nascimento Engineering Corporation |
| Material Testing Services, Inc. |
| Metcalf & Eddy of Ohio, Inc. |
| P&D Consultants, Inc. |
| Planeacion de Recursos Cientificos S.A. DE C.V. |
| The Ellerbe Becket Company, LLC |
| Urbitran Architectural/Engineering Group, Inc. |
| Urbitran Architectural/Engineering Group, PLLC |

| Entity Name |
| --- |
| AECOM Architects, P.C. |
| AECOM Argentina S.A. |
| AECOM C&E, Inc. |
| AECOM CM Holdings, Inc. |
| AECOM Design Services, Inc. |
| AECOM Field Services, LLC |
| AECOM INGENIERIA S.A. de C.V. |
| AECOM Louisiana, a Professional Corporation |
| AECOM Services of DC, LLC |
| AECOM Services of Illinois, Inc. |
| AECOM Services of Michigan, Inc. |
| AECOM Services of Ohio, Inc. |
| AECOM Services of PA, Inc. |
| AECOM Services, LLC |
| ATC Architecture, Inc. |
| Davis Langdon, Inc. |
| DEGW North America Limited LLC |
| DMJM International |
| Earth Tech Environment & Infrastructure Inc. |
| Economics Research Associates |
| EDAW, Inc. |
| Environmental Management and Planning Solutions, LLC |
| Grupo Rust International de Venezuela, C.A. |
| NEWPORT WATER SERVICES LLC |
| Supervision Infraestructura Aeroportuaria S.A. de C.V. |
| URS Corporation |

URS Group, Inc.

# AECOM USA, Inc.

AECOM USA, Inc., a corporation organized under the laws of the State of New York, is a direct, wholly owned subsidiary of AECOM Technical Services, Inc., and an indirect, wholly-owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange.

## Investigations/Investigative Demands

### AECOM USA, Inc. – Vendor/Reporting Entity

1. Investigation – United States Department of Justice. On June 3, 2020, a whistleblower qui tam suit against AECOM, related to AECOM's work for FEMA after Hurricane Katrina, was unsealed, and DOJ filed a notice indicating their intent to intervene in the case under the False Claims Act. DOJ filed their complaint against AECOM alleging violations of the False Claims Act on July 28, 2020. The allegations in the complaint primarily focus on the conduct of one AECOM employee who was terminated by AECOM in 2010 and focus on conduct largely, although not exclusively, between 2009 and 2011. In October 2023, the matter between AECOM and the DOJ regarding FEMA Katrina recovery work has been settled on very favorable terms for AECOM. To avoid the distraction and expense of a trial litigating events that occurred over 15 years ago, AECOM has agreed to pay DOJ a small fraction of the damages they claimed they could prove at trial and the settlement comes with an express denial of any wrongdoing or any violation of the False Claims Act. Like FEMA and the Louisiana Department of Education, throughout this case AECOM has maintained that there was no overpayment to New Orleans schools and the money funded by FEMA to New Orleans schools was well deserved. The current resolution is entirely consistent with this position. FEMA has continued to trust AECOM with critical disaster recovery missions awarding the firm numerous significant contracts, including the $300M Risk Mapping, Assessment and Planning Program. Please contact Howard Cohen, Vice President, Assistant General Counsel, Ethics & Compliance, howard.cohen@aecom.com, for additional details or questions.

### AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.

1. CID - In September of 2023, AECOM received a Civil Investigative Demand (CID) from the Department of Justice requesting documents, responses to interrogatories, and testimony related to AECOM's work at the Red Hill Bulk Fuel Storage Facility in Honolulu, HI. The CID stated that DOJ is conducting an investigation into violations of the False Claims Act. After conducting an investigation, DOJ closed the investigation against AECOM without any claim against AECOM and declined to intervene, the whistleblower voluntarily dismissed his case against AECOM.

2. CID - In November of 2023, AECOM received a Civil Investigative Demand from the Department of Justice requesting documents and responses to interrogatories related to AECOM's work for the Army Corp of Engineers at the Levee 536 Restoration Project. AECOM is currently in the process of complying with these requests. The CID states that DOJ is conducting an investigation into violations of the False Claims Act. At present time, DOJ has not filed any claim against AECOM alleging violations of the False Claims Act.

3. CID - In February 2024, AECOM received a Civil Investigative Demand from the U.S. Attorney's Office in Rhode Island as part of a False Claims Act investigation related to the Washington Bridge in Providence, RI. The CID did not state that the government suspects AECOM violated the False Claims Act, and in other contexts related to this investigation, the government has communicated to AECOM that it is simply a witness in the investigation, and not a target or subject. The Department of Justice has not alleged any violations of the False Claims Act by AECOM in this matter.

## Violations/Consent Orders/Actions

**AECOM USA, Inc. – Vendor/Reporting Entity**

1. Violation – New York State Department of Environment Conservation. On April 8, 2022, AECOM USA, Inc. received a Notice of Violation from New York State Department of Environmental Conservation ("DEC") alleging non-compliance with Natural Resource Permit Conditions, including nonconformance with approved plans, lack of and/or improper implementation of best management practices, and placement of indeterminate amount of fill all within tidal wetlands, tidal wetlands adjacent area, and protected waters, at Bronx River between Cross Bronx Expressway and Sheridan Boulevard in Starlight Park, Bronx, NY on or before March 28, 2022. DEC contends these activities violate Environmental Conservation Laws (ECL), namely, Article 25, Tidal Wetlands Act, §25-0401, Part 661; Article 15, Protection of Waters Act, §15-0501, 0503, 0505, Part 608; and Article 34, Coastal Erosion, §34-0109, Part 505. AECOM denied any noncompliance with Permit Conditions or violations of any ECL occurred.
2. Violation – New York State Department of Labor. On May 18, 2022, the New York State Department of Labor issued a notice of violation to AECOM USA, Inc. for failure to comply with the conditions of Site-Specific Variance #21-0284 that require a full-time project monitor to oversee the project to ensure compliance with NYS Code Rule 56. AECOM is overseeing work by a demolition/remediation contractor and serving as project monitor for New York State Department of Environmental Conservation at the Storage Tech Services Building site in Watervliet, New York. AECOM disputes the violation because the variance was approved by NYSDOL, covered the entire facility, and included information about the specific buildings at the facility. Moreover, there is no issue with our license or any of our employees' licenses. NYSDOL issued NOVs to AECOM and DEC's asbestos abatement contractor on the basis the contractor should have issued notifications for each and every building. While NYSDOL would not agree to rescind the NOV, NYSDOL indicated to DEC that NYSDOL does not intend to issue any fines or require remedial action. We sent a formal response to the NOV on June 3, 2022, requesting that NYSDOL rescind and withdraw the NOV and not prosecute the alleged violation further.
3. Violation – New York State Department of Environmental Protection. On February 29, 2024, the New York State Department of Environmental Protection (NYCDEP) issued a summons to AECOM USA, Inc. alleging AECOM failed to implement pollution prevention measures in NYC Title 15 RCNY 19.1-03.3 (b)(9)(i) at 126-43 39 Avenue in Corona, Queens, New York. AECOM denied that a violation occurred because contractor performing the work collected the concrete washout in prefabricated disposable concrete washout bags set within plastic lined, steel reinforced cages that were protected from vehicles and equipment using concrete barriers, and the alleged issue was corrected in a timely manner. NYCDEP acknowledged that the issue was corrected in a timely manner and recommended a mitigated penalty. Thus, a $1,500 mitigated penalty was issued, and AECOM is pursuing reimbursement from the client.
4. Violation - New York State Department of Environmental Conservation. On December 11, 2024, New York State Department of Environmental Conservation issued a Notice of Violation to

Walgreens Company, Divisions Maintenance Group (DMG), D.G. Gutierrez Enterprises, LLC (D.G. Gutierrez), and AECOM USA, Inc. for alleged violation of 6 NYCRR 375 in connection with work at the NYSDEC Brownfield Cleanup Program Site (No. C356032) located at 10 East Chester Street in Kingston, New York (Site). Walgreens is responsible for cleanup at the Site under the Brownfield Cleanup Agreement (Index No. W3-0980-03-12) dated July 16, 2004. NYSDEC alleged (1) failure to provide proper disposal documentation of four DOT-approved, 55-gallon non-hazardous/investigation-derived waste drums by D.G. Gutierrez, a subcontractor of Walgreen's contractor DMG; and (2) inadequate transportation records documenting disposal to a permitted facility. The events giving rise to the NOV date back to 2023. On March 9, 2023, AECOM mobilized to the Site to collect groundwater samples from monitoring wells and noted that four DOT-approved 55-gallon drums at the Site utilized for storage of IDW were missing from the staged area. NYSDEC was notified that day. The drums were clearly labeled as non-hazardous pending determination and included contact information and dates on the labels. Based on Walgreens' investigation, a Walgreens employee identified the drums as illegal dumping and placed an order with Walgreens' maintenance subcontractor, DMG, to remove the waste. DMG's subcontractor D.G. Gutierrez disposed of the drums at a facility near New York but could not locate the records of the disposal with the specific facility. AECOM responded denying liability because the 90-day storage limitation does not apply to non-hazardous material, there is no requirement for fencing/barriers around drums, and Walgreen's subcontractor removed the drums without AECOM's oversight, knowledge, or involvement. Although NYSDEC did not withdraw the NOV, NYSDEC did not prosecute the alleged violation or impose any fine, penalty, or sanction against AECOM.

5. Violation – New York Office of the City Clerk. On April 16, 2025, AECOM USA, Inc. received notice of a Violation from the Office of the City Clerk for filing an annual lobbying report late, which included a fine of $2,300. AECOM USA, Inc. paid the fine in a timely manner.

**AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.**

1. Consent Order - State of Tennessee Department of Environmental Conservation. AECOM Technical Services, Inc. (AECOM), Colonial Pipeline Company (Colonial), Metropolitan Nashville Airport Authority (MNAA), and the Tennessee Department of Transportation (TDOT) executed a Brownfield Consent Agreement with the State of Tennessee Department of Environmental Conservation on or about March 18, 2022 (Consent Order) concerning a release of petroleum product at the Colonial Pipeline CPC-L19 site located at 1 Terminal Drive in Nashville, Davidson County, Tennessee at the Nashville International Airport (BNA). Colonial, MNAA, and TDOT were engaged in discussions regarding relocation of two refined product pipelines known as Line 19 and Line 20 to accommodate MNAA's Terminal Access Roadway Improvements project at BNA and a related project by TDOT to relocate a portion of Donelson Pike and its interchange with I-40 near BNA (TDOT Project). On April 9, 2019, TDOT struck Colonial's Line 19 at BNA while conducting geotechnical soil borings in connection with the TDOT Project, resulting in a release of gasoline into the surrounding soils and nearby McCrory Creek. AECOM played no role in the location of underground utilities or the drilling activities on April 9, 2019. AECOM did provide a seconded employee to MNAA to assist MNAA with its Terminal Access Roadway Improvements project at the Nashville International Airport. As indicated above, the line strike occurred when a TDOT drilling crew struck a Colonial underground petroleum line while conducting soil borings in relation to the TDOT Project. AECOM expressly denies any responsibility or liability for the line strike or remediation of the contamination. AECOM's only obligation under the Consent Order is to send notification of the Consent Order by certified mail to local governments with jurisdiction over the site and

owners of adjoining properties, and to provide documentation to the Tennessee Department of Environment and Conservation and other parties to the Consent Order to demonstrate public notice has been accomplished.

2. Violation - Connecticut Department of Energy and Environmental Protection. On or about March 21, 2022, AECOM Technical Services, Inc. received a Notice of Violation from the Connecticut Department of Energy and Environmental Protection ("DEEP") stating DEEP conducted an inspection on January 4, 2022, of AECOM at 500 Enterprise Drive, Rocky Hill, CT and identified a violation of "CGS Section 22a-66c(a)." Specifically, the Notice provides AECOM solicited to perform and/or subcontracted the performance of commercial pesticide applications for the control of invasive plants at Pratt & Whitney in East Hartford, CT without first obtaining a certificate of registration from DEEP. AECOM disputed the violation because AECOM is not a pesticide application business and hired a subcontractor to perform the application who was required to hold the registration. DEEP did not assess any penalty and took no further action against AECOM.
3. Violation - Pennsylvania Public Utility Commission Damage Prevention Committee. In July 2022, AECOM Technical Services, Inc. AECOM received an information determination of the Pennsylvania Public Utility Commission Damage Prevention Committee (DPC) regarding alleged violation of the Underground Utility Line Protection Law for failure to file a safety incident report within 10 days of a link strike as required. After reviewing AECOM's rejection of the informal determination of the DPC, an enforcement action was not initiated against AECOM and the matter was closed.
4. Violation - Philadelphia Water Department. On August 29, 2022, AECOM Technical Services, Inc. received a fine of $1,800 from the Philadelphia Water Department for Significant Non-Compliance of Groundwater Discharge Permit for violations relating to sampling during April and May 2022 at the 7-Eleven Store 23854 treatment system in Philadelphia. AECOM collected samples in late April 2022 at the site, but for the incorrect analysis. The correct analysis was performed in early May after AECOM detected the error, and all samples since April 2022 have been detected below permit effluent limits. PWD was not willing to waive the fine despite these mitigating factors.
5. Violation - Federal Motor Carrier Safety Administration. On November 18, 2022, the Federal Motor Carrier Safety Administration assessed an Hours of Service violation of 392.2H (State/Local Hours of Service) against AECOM Technical Services, Inc.
6. Violation - Michigan Occupational Safety and Health Administration. On July 14, 2023, Michigan Occupational Safety and Health Administration (MIOSHA) issued a other-than-serious violation to AECOM Technical Services, Inc. for not submitting a MIOSHA or OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" for year 2022 to OSHA. MIOSHA vacated the citation after AECOM appealed and provided evidence that AECOM did, in fact, timely submit its OSHA Form 300A form for 2022.
7. Violation - San Diego County Agricultural Commission. AECOM Technical Services, Inc. received a Notice of Proposed Action, Nature of Violation, and Opportunity to be Heard from the San Diego County Agricultural Commission proposing to fine AECOM $250 for failure to register pesticides used by AECOM with the County Agricultural Commissioner before operating as a pest control business in 2021, 2022, and 2023 in violation of California Food and Agricultural Code Section 11732. On or about October 1, 2023, the Agricultural Commissioner ordered AECOM to pay a fine of $250. AECOM paid the fine.
8. Violation - Pennsylvania Department of Environmental Protection. On April 16, 2024, AECOM Technical Services, Inc. received a Notice of Violation from Pennsylvania Department of Environmental Protection regarding a report prepared by AECOM titled Remedial Action Completion Report for the Top Star 127 facility located at Route 309 & Charles Street, Coopersburg Borough, Lehigh County that was sent to PADEP on February 25, 2022. PADEP determined that the report did not meet the requirements of the Corrective Action Process regulations, 25 Pa. Code Section 245.313, disapproved the report on May 24, 2022, and directed Top Star to correct the deficiencies by July 31, 2022. On January 26, 2024, PADEP received a

revised report titled Remedial Action Completion Report for the Top Star 127 facility prepared by AECOM. PADEP determined that this 2024 report was not a revised and complete RACR document as directed by PADEP. PADEP contended that Top Star is in violation of 25 Pa. Code Chapter 245.313 because the 2024 report failed to correct the deficiencies cited within the RACR disapproval letter dated May 24, 2022 and incorporate those corrections into a revised and complete RACR document. In addition, PADEP asserted that AECOM assisted in a violation at the Top Star 127 facility because AECOM prepared and submitted a RACR that did not correct previously-cited deficiencies and incorporated those corrections into a revised and complete RACR document. Section 1310 of Pennsylvania's Storage Tank and Spill Prevention Act (Act 32) provides that it is unlawful to cause or assist in the violation of any provisions of Act 32 or the applicable regulations. AECOM disputes liability. AECOM resubmitted a RACR to address any remaining issues to PADEP in July 2024. In September 2024, AECOM received a notification from PADEP that the RACR submitted in July 2024 was approved. No penalty or fine was assessed.

9. Consent Order - United States Environmental Protection Agency. On June 24, 2024, AECOM Technical Services, Inc. received a Notice of Potential Liability and Settlement Offer Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 (CERCLA), from the United States Environmental Protection Agency (EPA) relating to the Pure Earth Recycling Superfund Site in Vineland Township, Cumberland County, New Jersey (Site). Pure Earth Recycling, Inc. (PER) operated a commercial solid and hazardous waste facility at the Site to store and treat waste from remediation contractors and others before shipment to other facilities. EPA identified AECOM as one of 930 potentially responsible parties under CERCLA for reimbursement of costs that EPA incurred in investigating and responding to releases and potential releases of hazardous substances at the Site. EPA designated AECOM as a *de minimis* party that arranged for disposal or treatment of less than 1.5% of the total hazardous substances at the Site (among all *de minimis* parties, only 1,453 gallons of 7,217,536 gallons of waste) – a contribution that EPA concluded is minimal in comparison to other parties who contributed hazardous substances to the Site. EPA has no reason to believe the hazardous substances contributed to the Site by AECOM were significantly more toxic or of significantly greater hazardous effect than other hazardous substances sent to the Site. To avoid the time and cost associated with litigation, AECOM agreed to a *de minimis* settlement with EPA and entered into an administrative settlement agreement and order on consent effective April 1, 2025 (AOC) for CERCLA Section 122(g)(4) *de minimis* contributors whereby AECOM made a one-time payment of $515.36 to EPA. The AOC expressly states that the AOC does not constitute an admission of liability by AECOM, or an admission by AECOM of the validity of any facts or determinations in the AOC.

| Name | Title | Title Role |
|---|---|---|
| Donelson, Samuel | Director | Director |
| Ro, Lusanna | Director | Director |
| Storella, Paul | Director | Director |
| Albert, Wahid | Vice President | Officer |
| Azzaro, John R. | Vice President | Officer |
| Beckett, David | Vice President | Officer |
| Bernitt, Elisabeth | Senior Vice President | Officer |
| Brannon, Jr., Rickey L. | Senior Vice President | Officer |
| Cana, Octavian | Vice President | Officer |
| Cascino, Thomas | Vice President | Officer |
| DiChello, John J. | Assistant Secretary | Officer |
| Donelson, Samuel | Chief Operating Officer | Officer |
| Donelson, Samuel | President | Officer |
| Giles, Gabriel | Vice President | Officer |
| Gillies, Jennifer (Jenn) Gale | Vice President | Officer |
| Hall, Allison | Treasurer | Officer |
| Kartalis, Glen T. | Chief Executive Officer | Officer |
| Kartalis, Glen T. | New York Licensee - Chief Executive Officer | Officer |
| Leahy, George A. | Vice President | Officer |
| Lesser, Lisa | Secretary | Officer |
| MacAllen, Thomas C. | Vice President | Officer |
| McDermott, Christopher | Senior Vice President | Officer |
| McGuire, Christopher O. | Responsible-In-Charge - Maryland (Engineering) | Officer |
| McGuire, Christopher O. | Vice President | Officer |
| Mohammed, Aly M. | Vice President | Officer |
| Murphy, Robert E. | Vice President | Officer |
| Niro, Achille A. | Vice President | Officer |
| Obertino, Jennifer L. | Senior Vice President | Officer |
| Panzarino, Stephen | Florida Licensee - Vice President | Officer |
| Panzarino, Stephen | Responsible-In-Charge (Florida) (Architecture) | Officer |
| Panzarino, Stephen | Vice President | Officer |
| Parikh, Anil | Vice President | Officer |
| Paupst, Richard | Vice President | Officer |
| Quaranta, Thomas P. | Vice President | Officer |
| Quiat, Ira C. | Vice President | Officer |
| Ramlagan, Vishnu | Chief Financial Officer | Officer |
| Ro, Lusanna | Assistant Secretary | Officer |
| Sarmad, Abbas | Senior Vice President | Officer |
| Storella, Paul | Senior Vice President | Officer |
| Tatevossian, Armond | Assistant Secretary | Officer |
| Tucciarone, Louis A. | Senior Vice President | Officer |
| Vimawala, Dipal | Vice President | Officer |

**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: Glen Kartalis
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 Third Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country US
   Telephone: 7327420280

   Other present address(es):

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country: US
   Telephone: 7327420280

   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 | 12/21/2022 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

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

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

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

| |
|---|
| Please see attachment. |

1 File(s) uploaded: Glen K Mar 26.xlsx

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.

| |
|---|
| The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients. |

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see response to Question 13 of the Business History form.

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, Glen Kartalis , 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, Glen Kartalis , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Glen Kartalis GLEN.KARTALIS@AECOM.COM

CEO

Title

04/02/2026 01:02:53 pm

Date

| Entity Name | Title | Title Role | Role Start | Termination Date | Status |
|---|---|---|---|---|---|
| AECOM Technical Services, Inc. | Senior Vice President | Officer | -- | -- | Active |
| AECOM USA, Inc. | Chief Executive Officer | Officer | 12/21/2022 | -- | Active |
| AECOM USA, Inc. | New York Licensee - Chief Executive Officer | Officer | 01/30/2025 | -- | Active |
| URS Architecture & Engineering - New York, P.C. | Director | Director | 11/04/2022 | -- | Active |
| URS Architecture & Engineering - New York, P.C. | Treasurer | Officer | 11/04/2022 | -- | Active |
| URS Architecture & Engineering - New York, P.C. | Senior Vice President | Officer | 11/04/2022 | -- | Active |
| URS Greiner Woodward-Clyde Consultants, Inc. | Chief Executive Officer | Officer | 01/24/2023 | 09/27/2023 | Inactive |
| URS Corporation - New York | New York Licensee - Chief Executive Officer - Professional Engineering | Officer | 01/30/2025 | 05/29/2025 | Inactive |
| URS Corporation - New York | Chief Executive Officer - Professional Engineering | Officer | 01/23/2023 | 05/29/2025 | Inactive |
| AECOM USA, Inc. | Senior Vice President | Officer | -- | -- | Inactive |

**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.

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1. Principal Name: Lisa Lesser
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Broadacres Drive, Ste 3
   City: Bloomfield State/Province/ Territory: NJ Zip/Postal Code: 07003
   Country US
   Telephone: 6467993570

   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 | 02/06/2024 |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

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

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

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

| |
|---|
| Please see attachment. |

1 File(s) uploaded: Lisa Lesser Officer Roles.xlsx

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.

| |
|---|
| The entities named in Question 5 above are AECOM entities, many of which contract with government entities. |

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:
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   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?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lisa Lesser , 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, Lisa Lesser , 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.

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AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lisa Lesser LISA.LESSER@AECOM.COM

Secretary

Title

04/01/2026 12:46:53 pm

Date

| Entity Name | Title | Role Start | Termination Date | Status |
|---|---|---|---|---|
| AECOM Architects & Engineers (NJ), Inc. | Director | 02/13/2024 | 11/11/2024 | Inactive |
| AECOM Architects & Engineers (NJ), Inc. | Secretary | 02/13/2024 | -- | Active |
| AECOM C&E, Inc. | Assistant Secretary | 02/22/2024 | -- | Active |
| AECOM Technical Services Architects & Engineers, Inc. | Secretary | 03/13/2024 | -- | Active |
| AECOM USA of Massachusetts, Inc. | Secretary | 03/20/2024 | -- | Active |
| AECOM USA, Inc. | Secretary | 02/06/2024 | -- | Active |
| DMJM, Inc. | Director | 03/21/2024 | -- | Active |
| DMJM, Inc. | Secretary | 03/21/2024 | -- | Active |
| Urbitran Architectural/Engineering Group, Inc. | Director | 03/21/2024 | -- | Active |
| Urbitran Architectural/Engineering Group, Inc. | Secretary | 03/21/2024 | -- | Active |
| URS Architects/Engineers, Inc. | Secretary | 03/21/2024 | -- | Active |
| URS Corporation - New York | Secretary | 02/06/2024 | 05/29/2025 | Inactive |
| URS Corporation AES | Secretary | 03/21/2024 | -- | Active |
| URS Corporation Services | Assistant Secretary | 03/21/2024 | -- | Active |

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name: Samuel A. Donelson
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 605 Third Avenue
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country US
Telephone: 212-973-2900

Other present address(es):
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2129733041

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 03/13/2025 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type: Chief Operating Officer
Description:
Start Date: 03/13/2025

Type: Other
Description: Senior VP
Start Date: 12/21/2022

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

I own Employee Stock in AECOM.

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 attached.

1 File(s) uploaded: Sam Donelson Roles Mar 26.xlsx

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.

The entities listed in Section 5 are AECOM entities, multiple of which have been awarded contracts by a governmental entity in the past 3 years.

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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.

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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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Please see response to Question 13 of the Business History form.

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, Samuel Donelson , 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, Samuel Donelson , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Samuel Donelson SAMUEL.DONELSON@AECOM.COM

COO

Title

03/16/2026 01:05:08 pm

Date

| Entity Name | Title | Title Role | Termination Date |
|---|---|---|---|
| AECOM Enterprises, Inc. | President | Officer | -- |
| AECOM Technical Services Americas LLC | President | Officer | -- |
| AECOM Technical Services, Inc. | Senior Vice President | Officer | -- |
| AECOM USA, Inc. | Chief Operating Officer | Officer | -- |
| AECOM USA, Inc. | President | Officer | -- |
| Urbitran Architectural/Engineering Group, Inc. | President | Officer | -- |
| URS Construction Services, Inc. | President | Officer | -- |
| AECOM USA, Inc. | Senior Vice President | Officer | 03/13/2025 |

| Status |
| --- |
| Active |
| Active |
| Active |
| Active |
| Active |
| Active |
| Active |
| Active |
| Inactive |

**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: Vishnu Ramlagan
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 3rd Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10010
   Country US
   Telephone: 3478358642

   Other present address(es):

   City: Elmont State/Province/ Territory: NY Zip/Postal Code: 11003
   Country: US
   Telephone: 13478358642

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 09/25/2020 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 09/25/2020 | 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 [X] NO [ ] If Yes, provide details.

1 File(s) uploaded: VIshnu Ramlagan Roles Mar 26.xlsx

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.

The entities listed from Question 5 (attached) are all AECOM owned entities, many of which contract with government entities.

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see attachment on Question 13 of the Business History Form.

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, Vishnu Ramlagan , 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, Vishnu Ramlagan , 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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AECOM USA, INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vishnu Ramlagan VISHNU.RAMLAGAN@AECOM.COM

CFO

Title

03/18/2026 02:21:28 pm

Date

| Entity Name | Title | Title Role | Termination Date |
|---|---|---|---|
| AECOM USA of Massachusetts, Inc. | Treasurer | Officer | -- |
| AECOM USA, Inc. | Chief Financial Officer | Officer | -- |
| ATC Architecture, Inc. | Treasurer | Officer | -- |
| AECOM Technical Services, Inc. | Vice President | Officer | -- |
| Urbitran Architectural/Engineering Group, Inc. | Treasurer | Officer | -- |
| URS Corporation - New York | Treasurer | Officer | 05/29/2025 |
| DMJM+HARRIS CANADA INC. | Vice President and Treasurer | Officer | 05/10/2023 |

| Status |
| --- |
| Active |
| Active |
| Active |
| Active |
| Active |
| Inactive |
| Inactive |

**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 DiChello
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 1635 Market Street, Suite 1000
City: Philadelphia State/Province/ Territory: PA Zip/Postal Code: 19103
Country US
Telephone: 407-212-2719

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: Other
Description: Assistant Secretary
Start Date: 08/06/2025

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.

See attached file.

1 File(s) uploaded: John DiChello Roles.xlsx

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.

The entities listed in section 5 are all AECOM owned entities, many of which contract with government clients.

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.

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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 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.

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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
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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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see attachment on Question 13 of the Business History Form.

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

I, John DiChello , 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 DiChello , 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.

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AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John DiChello JOHN.DICHELLO@AECOM.COM

Assistant Secretary

Title

02/11/2026 10:44:10 am

Date

**Personnel Name:** DiChello, John J.

| Entity Name | Title | Title Role | Role Start |
|---|---|---|---|
| AECOM C&E, Inc. | Secretary | Officer | 12/27/2022 |
| AECOM Environmental Consulting, Inc. | Assistant Secretary | Officer | 02/18/2019 |
| AECOM Environmental Consulting, Inc. | Secretary | Officer | 12/13/2021 |
| AECOM Environmental Consulting, Inc. | Director | Director | 01/25/2023 |
| AECOM Services of DC, LLC | Assistant Secretary | Officer | 08/06/2025 |
| AECOM Services of PA, Inc. | Secretary | Officer | 01/26/2023 |
| AECOM Services, Inc. | Assistant Secretary | Officer | 01/31/2023 |
| AECOM Services, LLC | Assistant Secretary | Officer | 10/04/2024 |
| AECOM Technical Services, Inc. | Vice President/Asst. Secretary | Officer | 06/28/2016 |
| AECOM USA, Inc. | Assistant Secretary | Officer | 08/06/2025 |
| ATC Architecture, Inc. | Secretary | Officer | 01/31/2023 |
| ENSR Environmental International, Inc. | Secretary | Officer | 01/04/2023 |
| The Retec Group, Inc. | Secretary | Officer | 01/10/2023 |
| URS Corporation | Assistant Secretary | Officer | 05/08/2024 |

| Termination Date |
| --- |
| -- |
| 12/13/2021 |
| -- |
| -- |
| -- |
| -- |
| 10/04/2024 |
| 01/07/2025 |
| -- |
| -- |
| -- |
| -- |
| -- |
| -- |

COUNTY OF NASSAU

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

1. Name of the Entity: AECOM USA, Inc.

Address: 605 Third Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 11747

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):

1 File(s) uploaded: AECOM USA INC Officers.xlsx

| | | | | | |
|---|---|---|---|---|---|
| First Name | Lisa | | | | |
| Last Name | Lesser | | | | |
| MI | | Suffix | | | |
| Address | 300 Broadacres Dr | | | | |
| City | Bloomfield | State/Province/ Territory: | NJ | Zip/Postal Code: | 07003 |
| Country | US | | | | |
| Position | Secretary | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Glen | | | | |
| Last Name | Kartalis | | | | |
| MI | | Suffix | | | |
| Address | 605 Third Ave | | | | |
| City | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10158 |
| Country | US | | | | |
| Position | Chief Executive Officer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Samuel | | | | |
| Last Name | Donelson | | | | |
| MI | | Suffix | | | |
| Address | 605 Third Ave | | | | |
| City | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10158 |
| Country | US | | | | |
| Position | President and COO | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Vishnu | | | | |
| Last Name | Ramlagan | | | | |
| MI | | Suffix | | | |
| Address | 605 Third Ave | | | | |
| City | New York | State/Province/ Territory: | NY | Zip/Postal Code: | 10158 |
| Country | US | | | | |
| Position | Chief Financial Officer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | John | | | | |
| Last Name | DiChello | | | | |
| MI | | Suffix | | | |
| Address | 1635 Market Street, Suite 1000 | | | | |
| City | Philadelphia | State/Province/ Territory: | PA | Zip/Postal Code: | 19103 |
| Country | US | | | | |
| Position | Assistant Secretary | | | | |

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.

AECOM USA, Inc. is directly and wholly owned by AECOM Technical Services Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded on the New York Stock Exchange and under the symbol ACM. Please see attach 10-K Form.

1 File(s) uploaded: 0000868857-25-000013.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.

See attached list of affiliates (other entities owned by AECOM Technical Services, Inc. and Subsidiary entities owned by AECOM USA, Inc.)

1 File(s) uploaded: Affiliates and Subsidiaries AECOM USA Inc.xlsx

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:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:47:22 am

Title: Assistant Secretary

**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.

hCue

**Report Name :** Management Structure
**Filtered By :** --
**Exported By :** Abby Bass
**Exported On :** 2/10/2026
**Entity Name:** AECOM USA, Inc.

| Name | Title | Title Role | Role Start |
|---|---|---|---|
| Donelson, Samuel | Director | Director | 3/13/2025 |
| Ro, Lusanna | Director | Director | 2/6/2024 |
| Storella, Paul | Director | Director | 2/11/2019 |
| Albert, Wahid | Vice President | Officer | 12/21/2022 |
| Azzaro, John R. | Vice President | Officer | 11/13/2007 |
| Beckett, David | Vice President | Officer | 12/21/2022 |
| Bernitt, Elisabeth | Senior Vice President | Officer | 12/21/2022 |
| Brannon, Jr., Rickey L. | Senior Vice President | Officer | 7/19/2016 |
| Cana, Octavian | Vice President | Officer | 7/19/2016 |
| Cascino, Thomas | Vice President | Officer | 7/19/2019 |
| DiChello, John J. | Assistant Secretary | Officer | 8/6/2025 |
| Donelson, Samuel | Chief Operating Officer | Officer | 3/13/2025 |
| Donelson, Samuel | President | Officer | 3/13/2025 |
| Giles, Gabriel | Vice President | Officer | 12/21/2022 |
| Gillies, Jennifer (Jenn) Gale | Vice President | Officer | 9/25/2025 |
| Hall, Allison | Treasurer | Officer | 1/21/2022 |
| Kartalis, Glen T. | Chief Executive Officer | Officer | 12/21/2022 |
| Kartalis, Glen T. | New York Licensee - Chief Executive Officer | Officer | 1/30/2025 |
| Leahy, George A. | Vice President | Officer | 7/19/2016 |
| Lesser, Lisa | Secretary | Officer | 2/6/2024 |
| MacAllen, Thomas C. | Vice President | Officer | 7/19/2016 |
| McDermott, Christopher | Senior Vice President | Officer | 12/21/2022 |
| McGuire, Christopher O. | Responsible-In-Charge - Maryland (Engineering) | Officer | -- |
| McGuire, Christopher O. | Vice President | Officer | 10/5/2023 |
| Mohammed, Aly M. | Vice President | Officer | 11/13/2007 |
| Murphy, Robert E. | Vice President | Officer | 7/19/2016 |
| Niro, Achille A. | Vice President | Officer | 11/13/2007 |
| Obertino, Jennifer L. | Senior Vice President | Officer | 12/21/2022 |
| Panzarino, Stephen | Florida Licensee - Vice President | Officer | 1/30/2025 |
| Panzarino, Stephen | Responsible-In-Charge (Florida) (Architecture) | Officer | 10/5/2023 |
| Panzarino, Stephen | Vice President | Officer | 10/5/2023 |
| Parikh, Anil | Vice President | Officer | 12/21/2022 |
| Paupst, Richard | Vice President | Officer | 11/13/2007 |
| Quaranta, Thomas P. | Vice President | Officer | 11/13/2007 |
| Quiat, Ira C. | Vice President | Officer | 7/19/2016 |
| Ramlagan, Vishnu | Chief Financial Officer | Officer | 7/2/2020 |
| Ro, Lusanna | Assistant Secretary | Officer | 7/19/2016 |
| Sarmad, Abbas | Senior Vice President | Officer | 7/19/2016 |
| Storella, Paul | Senior Vice President | Officer | 12/21/2022 |
| Tatevossian, Armond | Assistant Secretary | Officer | 7/19/2016 |

| | | | |
|---|---|---|---|
| Tucciarone, Louis A. | Senior Vice President | Officer | 7/19/2016 |
| Vimawala, Dipal | Vice President | Officer | 11/13/2007 |
| Carter, Mark E. | Managing Agent | Other | 3/15/2017 |
| McTaggart, William Matthew | Authorized Officer | Other | 2/18/2025 |
| Rittmeyer, David H. | Managing Agent | Other | 3/15/2017 |

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# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, D.C. 20549**

# FORM 10-K

**(Mark one)**

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

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 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 000-52423**

# AECOM

(Exact name of Registrant as specified in its charter)

| **Delaware** | [redacted] |
|---|---|
| State or Other Jurisdiction Of Incorporation or Organization | I.R.S. Employer Identification Number |
| **13355 Noel Road** | |
| **Dallas, Texas** | **75240** |
| Address of Principal Executive Offices | Zip Code |

**(972) 788-1000**
Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

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 | ACM | New York Stock Exchange |

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 Section 15(d) of the Act. ☐ 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 (§ 232.405 of this chapter) 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 Act). Yes ☐ No ☒

The aggregate market value of registrant's common stock held by non-affiliates on March 28, 2025 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately $12.2 billion.

Number of shares of the registrant's common stock outstanding as of November 14, 2025: 131,833,332

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2025 year-end.

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# PART I

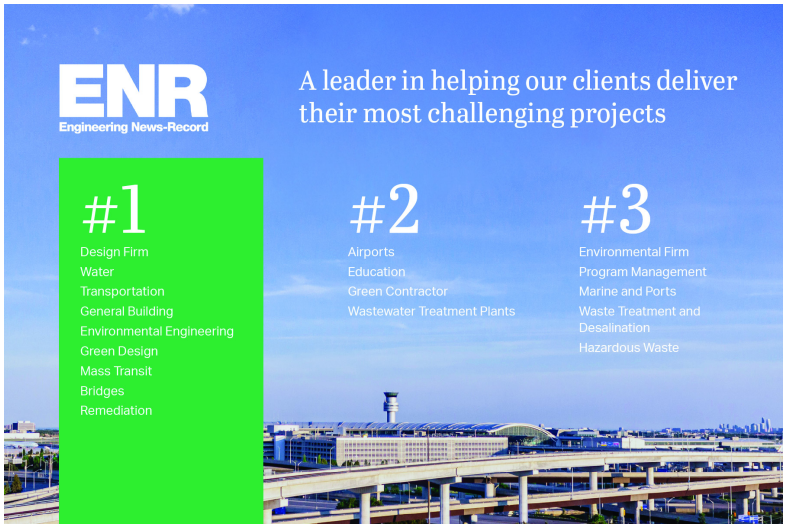
## ITEM 1. BUSINESS

*In this report, we use the terms "the Company," "we," "us" and "our" to refer to AECOM and its consolidated subsidiaries. Unless otherwise noted, references to years are for fiscal years. Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."*

### Overview

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

According to Engineering News-Record's (ENR's) 2025 Design Survey, we are the largest general architectural and engineering design firm in the world, ranked by 2024 design revenue, and we are the number one ranked water, transportation design, facilities design, environmental engineering, environmental consulting and environmental science firm in the world. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including several water infrastructure-related markets. We utilize our scale and the technical strength of our workforce to create innovative solutions for our clients. Clients are increasingly seeking our technical expertise to solve the world's most complex and large scale infrastructure related challenges. Aging infrastructure, increasing urbanization, and growing energy demand create growth secular tailwinds for our markets. Our global network of technical experts, combined with our ability to advise, consult, design, and deliver program management services creates a competitive advantage. Our scale also creates the capacity for investment in digital capabilities that further enhance our delivery capabilities and value proposition.




Our business focuses primarily on providing fee-based knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

During the first quarter of fiscal 2020, we reorganized our operating and reporting structure to better align with our ongoing professional services business. This reorganization better reflected our continuing operations after the sale of our Management Services segment, the sale of our self-perform at-risk civil infrastructure and power construction

businesses, and the sale of our oil & gas construction business. Our Management Services and self-perform at-risk construction businesses were part of our former Management Services segment and represented a substantial portion of the revenue of our former Construction Services segment, respectively. These businesses are classified as discontinued operations in all periods presented.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas*: Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International*: Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa, and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP)*: Primarily invests in and develops real estate projects.

***Our Americas and International Segments***

Our Americas and International segments are comprised of a broad array of services, generally provided on a fee-for-service basis. These services include advisory, planning, consulting, architectural and engineering design, program management and construction management for public and private clients worldwide. For each of these services, our technical expertise includes civil engineering, structural engineering, digital, process engineering, mechanical engineering, geotechnical systems and electrical engineering, architectural, landscape and interior design, urban and regional planning, project economics, cost consulting and environmental, health and safety work.

With our design and technical consulting, advisory and program management expertise, we are able to provide our clients a broad spectrum of services across the life cycle of their assets. For example, within our water service offerings, we provide water, wastewater, water supply and water resource services, which are necessary in response to sustainability and resilience, drought mitigation and other factors as part of major capital/infrastructure projects.

Our services may be sequenced over multiple phases or multiple projects in the form of a program. For example, in the area of program management and construction management services, our work for a client may begin with a small consulting or planning contract, and may later develop into a broader advisory, design or overall management role for the project or a series of projects, which we refer to as a program. Program and construction management contracts may employ small or large project teams and, in many cases, operate with our staff located at the project site.

In addition, our industry is poised to capitalize on the benefits of AI and innovation. We are investing to lead this transformation, which will extend our advantages, improve overall delivery, and create distinct solutions for clients that differentiate us from competitors and enhance our client experience. These investments include capturing the value of our libraries of data to build more efficient design processes, and innovative and more advanced AI solutions for increasingly complex challenges that will accelerate design delivery and reduce the materials and costs required for a project.

We provide the services in these segments both directly and through joint ventures or similar arrangements to the following end markets or business sectors:

*Transportation*.

- *Transit and Rail.* Light rail, heavy rail (including highspeed, commuter and freight) and multimodal transit projects.
- *Marine, Ports and Harbors.* Wharf facilities and container port facilities for private and public port operators.
- *Highways, Bridges and Tunnels.* Interstate, primary and secondary urban and rural highway systems and bridge projects.
- *Aviation.* Landside terminal and airside facilities, runways, and taxiways.

*Facilities.*

- *Energy Efficient Facilities.* Designs for new build construction or refurbishment projects, such as office buildings, data centers and other facilities with high energy demands.
- *Government.* Emergency response services for the U.S. Department of Homeland Security, including the Federal Emergency Management Agency and engineering and program management services for agencies of the Department of Defense and Department of Energy.
- *Industrial.* Industrial facilities for a variety of niche end markets such as manufacturing, distribution, aviation, aerospace, communications, media, pharmaceuticals, renewable energy, chemical, and food and beverage facilities.
- *Urban Master Planning/Design.* Strategic planning and master planning services for new cities and major mixed-use developments in locations such as India, China, Southeast Asia, the Middle East, North Africa, the United Kingdom, and the United States.
- *Commercial and Leisure Facilities.* Corporate headquarters, high-rise office towers, historic buildings, hotels, leisure, sports and entertainment facilities, and corporate campuses.

- *Educational.* College and university campuses and other educational facilities.

- *Health Care.* Private and public health facilities.

- *Sports.* Sustainable building design for world-class sports arenas and stadiums.

- *Construction Management.* Program and construction management services for large scale building facility construction projects primarily in the Americas including: sports arenas, modern office and residential towers, hotels, convention centers, performance venues, aviation, and other facilities. As previously announced, the Company has commenced a review of strategic alternatives for this business, which could include a potential sale.

*Water.*

- *Water and Wastewater.* Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water reuse technologies.

- *Water Resources.* Regional-scale floodplain mapping and analysis for public agencies, along with the analysis and development of protected groundwater resources for companies in the bottled water industry.

- *Drought Response and Mitigation.* Designing water re-use and similar systems to enhance resiliency of water supply.

- *Hazardous Chemicals.* Treating and addressing disposal of hazardous chemicals in water supplies and surrounding environments, such as per- and polyfluoroalkyl substances (PFAS).

*Environment and Energy.*

- *Environmental Management.* Waste handling, testing and monitoring of environmental conditions, and environmental construction management.

- *Remediation.* Restoring and remediating natural habitats, such as in response to industrial activity related to closed or abandoned mines.

- *Permitting and Community Engagement.* Advancing client projects through permitting processes, including implementation of innovative online engagement platforms, such as PlanEngage™.

- *Demand Side Management.* Public K-12 schools and universities, health care facilities, and courthouses and other public buildings, as well as energy conservation systems for utilities.

- *Transmission and Distribution.* Power stations and electric transmissions and distribution and cogeneration systems.

- *Alternative/Renewable Energy.* Production facilities such as ethanol plants, onshore and offshore wind farms, hydroelectric power, dams, flood control systems and geothermal subsections of regional power grids.

*Program Management* – We integrate the complexity of large-scale programs and projects through tailored approaches, proven methodologies, and multidisciplinary solutions to deliver transformative outcomes for our clients and the communities they serve, including:

- Megacity development.

- Transformational transportation infrastructure, such as high-speed rail.

- Aviation.

- Environmental remediation programs.

- Energy and grid infrastructure.
- Water supply systems.

*Advisory* – We provide expertise driven advisory services to infrastructure clients through the development of high-value strategies blending strategic direction with real-world expertise and deep collaboration, including:

- Digital Water Advisory and Consulting.
- Emerging Contaminants.
- Resource Management.
- Asset Management.
- Water Supply Optimization.
- Environmental Consulting.

***Our AECOM Capital Segment***

ACAP typically partners with investors and experienced developers as co-general partners. These partnerships may, but are not required to, enter into contracts with our other AECOM affiliates to provide design, owners engineer, construction management, development and operations and maintenance services for ACAP funded projects. ACAP development activity is conducted through joint ventures or subsidiaries that may be consolidated or unconsolidated for financial reporting purposes depending on the extent and nature of our ownership interest. In addition, in connection with the investment activities of ACAP, AECOM or an affiliate may provide guarantees of certain financial obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations, and other lender required guarantees. ACAP has focused on investing in co-general partner equity opportunities with high quality partners, primarily targeting “build-to-core” investments in the top U.S. markets across all property types.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

***Thinking and Acting Globally***

AECOM is at its best when we think and act globally. Our strategy is focused on setting a new standard of excellence in the professional services industry. First, our operating structure promotes greater connectivity and collaboration across our seven regions and six global business lines. We drive growth by prioritizing our core markets, leaning into our greatest strengths and ensuring our best talent and resources are focused on nurturing client relationships. We are transforming the way we deliver work through technology and digital platforms improving the client experience and increasing efficiency.

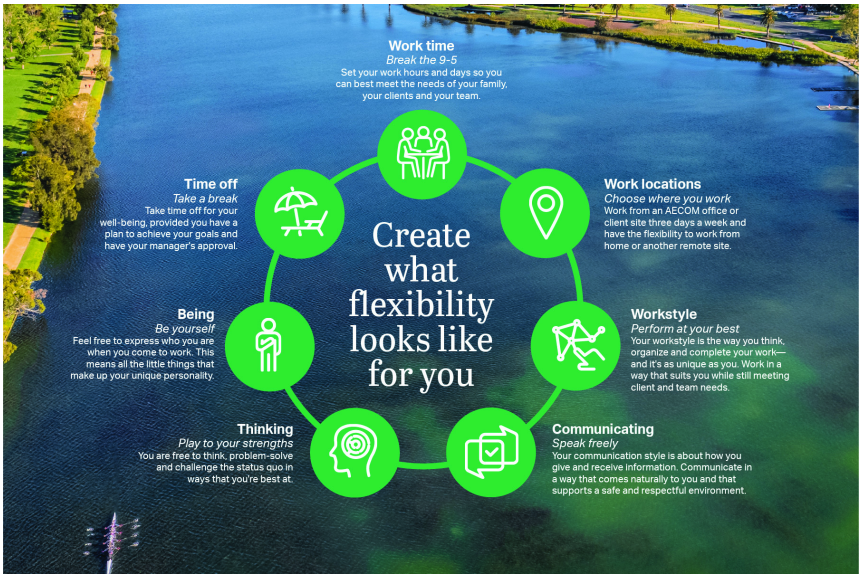
**Human Capital Management**

Our principal asset is our employees and large percentages of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees. At the end of our fiscal 2025, we employed approximately 51,000 persons, of whom approximately 18,000 were employed in the United States. Over 200 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project. We believe that the quality and level of service that our professionals deliver are among the highest in our industry.

We are committed to enhancing our position as a leading employer in our industry by attracting and retaining the best technical professionals in the world. Critical to our continued success is our ability to offer a compelling employee value proposition that promises competitive pay and benefits, an inclusive environment that supports flexibility and well-being and encourages collaboration and innovation, and a shared commitment to technical excellence, continuous learning and career growth. Through our Thrive with AECOM program, we are focused on fostering an inclusive environment within AECOM and beyond by building diverse talent, expanding understanding, enriching communities and thinking without limits. This understanding informs our approach to managing our human capital resources. Our human capital objectives and initiatives are overseen by our Board as per our Corporate Governance Guidelines.

***Health and Safety***. Core to our corporate values is safeguarding our people and fostering a culture of caring that promotes the wellbeing of our employees, contractors and business partners. We safeguard our people, projects and reputation by striving for zero employee injuries and illnesses, while operating and delivering our work responsibly and sustainably. We maintain our industry's best-in-class lost workday case and recordable incident rates, and our safety performance is consistently recognized by key clients across the regions where we work as well as by recognized safety organizations. We have taken and will continue to take critical steps to keep our people, clients and communities safe, including any necessary actions in response to local and global health crises.

***Freedom to Grow***. Freedom to Grow is our global framework designed to support employees in finding the balance and flexibility they need to be their best and deliver for clients, and a key factor in our ability to attract and retain talent. Employees and managers can evaluate work schedules and locations and align on an arrangement that prioritizes client and team responsibilities while supporting individual needs and includes three days a week in the office or at project sites as an expectation. Our Freedom to Grow program goes far beyond just when and where we work. We consider our people's holistic experience, respecting diversity in work, communication and thinking styles.




***Technical and professional development.*** Technical excellence is the foundation of our competitive advantage—it's how we harness the power of our teams' technical skills and expertise to deliver high quality solutions for clients and communities we serve. We strive to be home to our industry's best technical minds — professionals who thrive in an environment that encourages their collaboration and innovation and celebrates great project and client outcomes.

We have invested in a robust learning ecosystem that keeps our employees project-ready with 'on the job' technical training, future-ready with new digital tools, thought leadership and programs that inspire innovation, and globally connected within their technical practice and strategic partnerships.

Our online learning platform, AECOM University, delivers high-quality and personalized learning experiences, including our Global Technical Academies. Created by us for us, Academies deliver structured and self-directed technical training courses on key global topics, practices and markets that are relevant to our business. Our Technical Practice Network connects professionals every day in a global online community to enable networking, collaboration and problem solving.

In addition, our full range of professional development programs, called Leadership at all Levels, enhance business and leadership skills. From early career and graduate programs, to practical manager training, and executive coaching and leadership development, we are supporting development at every career level. These programs are based on our four pillars of Leadership Capabilities, which outline the behaviors we want our leaders to demonstrate and exemplify for the collective success as an organization.

***Purpose and impact***. Our purpose of delivering a better world is at the core of all that we do. As the world's trusted infrastructure consulting firm, we are determined and well-positioned to deliver positive, impactful and Sustainable Legacies for our company, our communities and our planet. Through our projects and our operations, we have both a significant opportunity and a responsibility to protect, enhance and restore the world's natural and social systems. Through strategic nonprofit partnerships, pro-bono work, skills-based volunteering and philanthropy, our corporate responsibility platform is focused on delivering access to safe and secure infrastructure to those who need it most, creating opportunity for the leaders of tomorrow and protecting our planet so that our company can fulfill its purpose to deliver a better world. As part of our pro-bono program, our technical experts partnered with nonprofit organizations in their local communities to provide critical design, engineering and infrastructure solutions. We maintain an internal Global Sustainable Legacies Council focused on executing on our purpose and ensuring that our actions are as strong as our policies.

**Our Clients**

Our clients consist primarily of national, state, regional and local governments, public and private institutions and major corporations. The following table sets forth our total revenue attributable to these categories of clients for each of the periods indicated:

| | Year Ended September 30, ($ in millions) | | | | | |
|---|---|---|---|---|---|---|
| | 2025 | | 2024 | | 2023 | |
| U.S. Federal Government | $ 1,107.3 | 7 % | $ 1,064.0 | 7 % | $ 790.6 | 5 % |
| U.S. State and Local Governments | 3,916.9 | 24 | 3,660.5 | 23 | 2,918.9 | 20 |
| Non-U.S. Governments | 3,019.6 | 19 | 2,610.0 | 16 | 2,544.7 | 18 |
| Subtotal Governments | 8,043.8 | 50 | 7,334.5 | 46 | 6,254.2 | 43 |
| Private Entities (worldwide) | 8,095.8 | 50 | 8,771.0 | 54 | 8,124.3 | 57 |
| Total | $ 16,139.6 | 100 % | $ 16,105.5 | 100 % | $ 14,378.5 | 100 % |

No single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024, and 2023, respectively.

**Contracts**

The price provisions of the contracts we undertake can be grouped into several broad categories: cost-reimbursable contracts, guaranteed maximum price contracts, and fixed-price contracts. For the year ended September 30, 2025, our revenue was comprised of 38%, 37%, and 25% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively.

***Cost-Reimbursable Contracts***

Cost-reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, we charge clients for our costs, including both direct and indirect costs, plus a negotiated fee or rate. We recognize revenues based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, we negotiate hourly billing rates and charge clients based on the actual time we expend on the project. In addition, clients reimburse us for materials and other direct incidental expenditures, including payments to subcontractors, incurred in connection with our performance under the contract. We may apply a practical expedient to recognize revenue in the amount in which we have the right to invoice if our right to consideration is equal to the value of performance completed to date. Time-and-material price contracts may also have a fixed-price element in the form of not-to-exceed or guaranteed maximum price provisions.

Some cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, we may share award fees with subcontractors. We generally recognize revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. We take the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and record revenue related to the award fees when there is sufficient information to assess anticipated contract performance and a significant reversal of the award fee is not probable. Once an award is received, the estimated or accrued fees are adjusted to the actual award amount.

Some cost-plus contracts provide for incentive fees based on performance against contractual milestones. The amount of the incentive fees varies, depending on whether we achieve above, at, or below target results. We originally recognize revenue on these contracts based upon expected results. These estimates are revised when necessary based upon additional information that becomes available as the contract progresses.

***Guaranteed Maximum Price Contracts***

Guaranteed maximum price (GMP) contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all project costs, and a lump sum percentage fee is separately identified. We provide clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could be our responsibility. For many of our GMP contracts, the final price is generally not established until we have subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and we have negotiated additional contract limitations, such as waivers of consequential damages as well

as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

***Fixed-Price Contracts***

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, we perform all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, we perform a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis as the Company believes this is the best measure of progress towards completion.

Some of our fixed-price contracts require us to provide surety bonds or parent company guarantees to assure our clients that their project will be completed in accordance with the terms of the contracts as further disclosed in Note 18—Commitments and Contingencies. In such cases, we may require our primary subcontractors to provide similar performance bonds and guarantees and to be adequately insured, and we may flow down the terms and conditions set forth in our agreement on to our subcontractors. There may be risks associated with completing these projects profitably if we are not able to perform our services within the fixed-price contract terms.

***Joint Ventures***

Some of our larger contracts may operate under joint ventures or other arrangements under which we team with other reputable companies, typically companies with which we have worked for many years. This is often done where the scale of the project dictates such an arrangement or when we want to strengthen either our market position or our technical skills.

**Backlog**

Backlog represents revenue we expect to realize for work completed by our consolidated subsidiaries and our proportionate share of work to be performed by unconsolidated joint ventures. Backlog is expressed in terms of gross revenue and, therefore, may include significant estimated amounts of third party or pass-through costs to subcontractors and other parties. We report transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provision of those contracts, where RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. For non-government contracts, our backlog includes future revenue at contract rates, excluding contract renewals or extensions that are at the discretion of the client. For contracts with a not-to-exceed maximum amount, we include revenue from such contracts in backlog to the extent of the remaining estimated amount. We calculate backlog without regard to possible project reductions or expansions or potential cancellations until such changes or cancellations occur. No assurance can be given that we will ultimately realize our full backlog. Backlog fluctuates due to the timing of when contracts are awarded and contracted and when contract revenue is recognized. Many of our contracts require us to provide services over more than one year. Our backlog for the year ended September 30, 2025 increased $2.3 billion, or 6.1%, to $39.7 billion as compared to $37.4 billion for the corresponding period last year, primarily due to a increase in our Americas Construction Management business.

The following summarizes backlog (in billions):

| | September 30, | |
|---|---|---|
| | 2025 | 2024 |
| Backlog: | | |
| Americas segment | $ 32.8 | $ 31.0 |
| International segment | 6.9 | 6.4 |
| Total backlog | $ 39.7 | $ 37.4 |

**Competition**

The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. We have numerous competitors, ranging from small private firms to multi-billion dollar companies, some of which have greater financial resources or that are more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. The degree and type of competition we face is also influenced by the type and scope of a particular project. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long-term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our extensive national and international network, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff. In addition, through investments in technology and innovation, we are able to bring advanced solutions to clients.

**Seasonality**

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July 1 to September 30) is typically our strongest quarter. We find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the summer months when weather and daylight hours are more conducive to outdoor activities. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter. Our construction and project management services also typically expand during the summer months when weather and daylight hours are more conducive to outdoor activities. The first quarter of our fiscal year (October 1 to December 31) is typically our lowest revenue quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

**Risk Management and Insurance**

Risk management is an integral part of our project management approach and our project execution process. We have an Office of Risk Management that reviews and oversees the risk profile of our operations through a tiered process of formal risk committees with the highest-risk pursuits subject to vetting at each tier. Following contract execution, and commencement of delivery, projects are monitored via a formal monthly or quarterly project-review process designed to ensure project performance and risk mitigation. Also, pursuant to our internal delegations of authority, a group of senior members of our risk management team evaluates risk through internal risk analyses of higher-risk projects, contracts or other business decisions. We maintain insurance covering professional liability and claims involving bodily injury and property damage, among other coverages. Wherever possible, we endeavor to eliminate or reduce the risk of loss on a project through the use of quality assurance/control, risk management, workplace safety and similar methods.

**Regulations**

Our business is impacted by environmental, health and safety, government procurement, anti-bribery and other government regulations and requirements. Below is a summary of some of the significant regulations that impact our business.

*Environmental, Health and Safety.* Our business involves the planning, design, program management, construction management, and operations and maintenance at various project sites, including, but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental and health and safety laws and regulations, and some laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault

on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable national and state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire clean-up upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act, and the Superfund Amendments and Reauthorization Act, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, comparable national and state laws or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury, or cessation of remediation activities.

Some of our business operations are covered by Public Law 85-804, which provides for indemnification by the U.S. federal government against claims and damages arising out of unusually hazardous or nuclear activities performed at the request of the U.S. federal government. Should public policies and laws change, however, U.S. federal government indemnification may not be available in the case of any future claims or liabilities relating to hazardous activities that we undertake to perform.

*Government Procurement.* The services we provide to the U.S. federal government are subject to Federal Acquisition Regulation, the Truth in Negotiations Act, Cost Accounting Standards, the Services Contract Act, False Claims Act, export controls rules and Department of Defense (DOD) security regulations, as well as many other laws and regulations. These laws and regulations affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. A violation of specific laws and regulations could lead to fines, contract termination or suspension of future contracts. Our government clients can also terminate, renegotiate, or modify any of their contracts with us at their convenience; and many of our government contracts are subject to renewal or extension annually.

*Anti-Bribery and other regulations.* We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, and similar anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. To the extent we export technical services, data and products outside of the U.S., we are subject to U.S. and international laws and regulations governing international trade and exports, including, but not limited to, the International Traffic in Arms Regulations, the Export Administration Regulations, and trade sanctions against embargoed countries. We provide services to the DOD and other defense-related entities that often require specialized professional qualifications and security clearances. In addition, as engineering design services professionals, we are subject to a variety of local, state, federal, and foreign licensing and permit requirements and ethics rules.

**Raw Materials**

We purchase most of the raw materials and components necessary to operate our business from numerous sources. However, the price and availability of raw materials and components may vary from year to year due to customer demand, production capacity, market conditions, and material shortages. While we do not currently foresee the lack of availability of any particular raw materials in the near term, prolonged unavailability of raw materials necessary to our projects and services or significant price increases for those raw materials could have a material adverse effect on our business in the near term.

**Government Contracts**

Generally, our government contracts are subject to renegotiation or termination of contracts or subcontracts at the discretion of the U.S. federal, state or local governments, and national governments of other countries.

**Trade Secrets and Other Intellectual Property**

We rely principally on trade secrets, confidentiality policies and other contractual arrangements to protect much of our intellectual property.

**Available Information**

The reports we file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and proxy materials, including any amendments, are available free of charge on our website at *www.aecom.com* as soon as reasonably practicable after we electronically file such material with or furnish it to the SEC. The SEC also maintains a website *(www.sec.gov)* containing reports, proxy and information statements, and other information that we file with the SEC. Our Corporate Governance Guidelines and our Code of Ethics are available on our website at *www.aecom.com* under the "Investors" section. However, our website and any content thereof should not be considered to be incorporated by reference into this document. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 13355 Noel Road, Suite 400, Dallas, Texas 75240, Attention: Corporate Secretary.

## ITEM 1A. RISK FACTORS

*We operate in a changing global environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. The risks described below highlight some of the factors that have affected, and in the future could affect our operations. Additional risks we do not yet know of or that we currently believe are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.*

### Risks Related to Our Markets, Customers and Business

***Our industry is highly competitive, and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.***

We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. These competitors may have greater financial and other resources than we do. Others are smaller and more specialized, and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships, price and ability to provide the relevant services in a timely, safe and cost-efficient manner. Increased competition may result in our inability to win bids for future projects, increased margin pressure and loss of revenue, profitability and market share.

***Our ability to compete in our industry will be harmed if we do not retain the continued services of our senior management and key technical personnel.***

We rely heavily upon the expertise and leadership of our people. There is strong competition for qualified technical and management personnel in the sectors in which we compete. We may not be able to continue to attract and retain qualified technical and management personnel, such as engineers, architects and project managers, who are necessary for the development of our business or to replace qualified personnel in the timeframe demanded by our clients. Also, some of our personnel hold government granted eligibility that may be required to obtain government projects. Loss of the services of, or failure to recruit, senior management or key technical personnel could impact the long-term performance of the Company and limit our ability to successfully complete existing projects and compete for new projects.

***Demand for our services is cyclical and vulnerable to sudden economic downturns and reductions in government and private industry spending. If economic conditions remain uncertain and/or weaken, our revenue and profitability could be adversely affected.***

Demand for our services is cyclical and may be vulnerable to sudden economic downturns, interest rate fluctuations and reductions in government and private industry spending that result in clients delaying, curtailing or

canceling proposed and existing projects. Where economies are weakening, our clients may demand more favorable pricing or other terms while their ability to pay our invoices or to pay them in a timely manner may be adversely affected. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. If economic conditions remain uncertain and/or weaken and/or government spending is reduced, our revenue and profitability could be materially adversely affected.

***We depend on long-term government contracts, some of which are only funded on an annual basis. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project.***

A substantial portion of our revenue is derived from contracts with agencies and departments of national, state, and local governments. During fiscal 2025 and 2024, approximately 50% and 46%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to such government's budgetary approval process. Legislatures typically appropriate funds for a given program on an annual basis, even though contract performance may take more than one year. In addition, public-supported financing such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by, among other things, the state of the economy, an extended government shutdown, competing priorities for appropriation, changes in administration or control of legislatures, and the timing and amount of tax receipts and the overall level of government expenditures. Similarly, the impact of an economic downturn on governments may make it more difficult for them to fund infrastructure projects. If appropriations are not made in subsequent years on our government contracts, then we will not realize all of our potential revenue and profit from those contracts.

***If we are unable to win or renew government contracts during regulated procurement processes, our operations and financial results would be harmed.***

Government contracts are awarded through a regulated procurement process. The federal government has awarded multi-year contracts with pre-established terms and conditions, such as indefinite delivery contracts, that generally require those contractors that have previously been awarded the indefinite delivery contract to engage in an additional competitive bidding process before a task order is issued. The federal government has also awarded federal contracts based on a low-price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result of these competitive pricing pressures, our profit margins on future federal contracts may be reduced and may require us to make sustained efforts to reduce costs in order to realize profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted. In addition, we may not be awarded government contracts because of existing government policies designed to protect small businesses and under-represented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and reduce our profits and revenues.

***Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue.***

Most government contracts may be modified, curtailed or terminated by the government either at its discretion or upon the default of the contractor. If the government terminates a contract at its discretion, then we typically are able to recover only costs incurred or committed, settlement expenses and profit on work completed prior to termination, which could prevent us from recognizing all of our potential revenue and profits from that contract. In addition, for some assignments, the U.S. government may attempt to "insource" the services to government employees rather than outsource to a contractor. If a government terminates a contract due to our default, we could be liable for excess costs incurred by the government in obtaining services from another source.

***Our contracts with governmental agencies are subject to audit, which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs.***

Our books and records are subject to audit by the various governmental agencies we serve and their representatives. These audits can result in adjustments to the amount of contract costs we believe are reimbursable by the

agencies and the amount of our overhead costs allocated to the agencies. If such matters are not resolved in our favor, they could have a material adverse effect on our business. In addition, if one of our subsidiaries is charged with wrongdoing as a result of an audit, that subsidiary, and possibly our company as a whole, could be temporarily suspended or could be prohibited from bidding on and receiving future government contracts for a period of time. Furthermore, as a government contractor, we are subject to an increased risk of investigations, criminal prosecution, civil fraud actions, whistleblower lawsuits, and other legal actions and liabilities to which purely private sector companies are not, the results of which could materially adversely impact our business. For example, from time to time we may be subject to qui tam lawsuits, which typically allege that we have made false statements or certifications in connection with claims for payment, or improperly retained overpayments, from the government. These suits may remain under seal (and hence, be unknown to us) for some time while the government decides whether to intervene on behalf of the qui tam plaintiff.

## Risks Related to our Capital Structure

***The agreements governing our debt contain a number of restrictive covenants which will limit our ability to finance future operations, acquisitions or capital needs or engage in other business activities that may be in our interest.***

The Credit Agreement (defined below) and the indentures governing our debt contain a number of significant covenants that impose operating and other restrictions on us and our subsidiaries. Such restrictions affect or will affect and, in many respects, limit or prohibit, among other things, our ability and the ability of some of our subsidiaries to:

- incur additional indebtedness;
- create liens;
- pay dividends and make other distributions in respect of our equity securities;
- redeem or repurchase our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make investments or other restricted payments;
- sell assets;
- enter into transactions with affiliates; and
- effect mergers or consolidations.

In addition, our Credit Agreement requires us to comply with a consolidated leverage ratio. Our ability to comply with this ratio may be affected by events beyond our control. These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest. A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under our debt instruments. If an event of default occurs, our creditors could elect to:

- declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable;
- require us to apply all of our available cash to repay the borrowings; or
- prevent us from making debt service payments on our borrowings.

If we were unable to repay or otherwise refinance these borrowings when due, the applicable creditors could sell the collateral securing some of our debt instruments, which constitutes substantially all of the Company’s and certain of its domestic wholly-owned subsidiaries’ assets.

***Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.***

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2025 by $9.0 million, including the effect of our interest rate swap and interest rate cap agreements. We may, from time to time, enter into additional interest rate derivatives that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate derivatives with respect to all of our variable rate indebtedness, and any derivatives we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

***If we are unable to continue to access credit on acceptable terms, our business may be adversely affected.***

The changing nature of the global credit markets could make it more difficult for us to access funds, refinance our existing indebtedness, enter into agreements for uncommitted debt bond facilities and new indebtedness, replace our existing revolving and term credit agreements or obtain funding through the issuance of our securities. We use credit facilities to support our working capital and other needs. There is no guarantee that we can continue to renew our credit facility on terms as favorable as those in our existing credit facility and, if we are unable to do so, our costs of borrowing and our business may be adversely affected.

**Risks Related to our International Operations**

***Our operations worldwide expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations and impacts from inflation that could harm our business and financial results.***

During fiscal 2025, revenue attributable to our services provided outside of the United States to non-U.S. clients was approximately 27% of our total revenue. There are risks inherent in doing business internationally, including:

- the ongoing conflict between Russia and Ukraine, which has resulted in the imposition by the U.S. and other nations of restrictive actions against Russia, Belarus and certain banks, companies and individuals;
- imposition of governmental controls and changes in laws, regulations or policies;
- political and economic instability, including in the Middle East;
- civil unrest, acts of terrorism, force majeure, war, or other armed conflict;
- changes in U.S. and other national government trade policies affecting the markets for our services, including the imposition of tariffs;
- political unrest in Hong Kong where we have a significant presence;
- impact of health crises and their related economic impacts;
- increases in the consumer price index and interest rates;
- changes in regulatory practices, tariffs and taxes;
- potential non-compliance with a wide variety of laws and regulations, including anti-corruption, export control and anti-boycott laws and similar non-U.S. laws and regulations;
- changes in labor conditions;
- logistical and communication challenges; and
- currency exchange rate fluctuations, devaluations and other conversion restrictions.

Any of these factors could have a material adverse effect on our business, results of operations or financial condition.

***We operate in many different jurisdictions and we could be adversely affected by legislative actions of governments, as well as violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws.***

The U.S. Foreign Corrupt Practices Act (FCPA) and similar worldwide anti-corruption laws, including the U.K. Bribery Act of 2010, generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our internal policies mandate compliance with these anti-corruption laws, including the requirements to maintain accurate information and internal controls which may fall within the purview of the FCPA, its books and records provisions or its anti-bribery provisions. We operate in many parts of the world that have experienced governmental corruption to some degree; and, in some circumstances, strict compliance with anti-corruption laws may conflict with local customs and practices. Despite our training and compliance programs, we cannot assure that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. In addition, from time to time, government investigations of corruption affect us and our peers. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations or financial condition.

The Building Safety Act (the "Act"), the primary legislation which introduces a new framework for the regulation of the UK construction industry, became law on April 28, 2022. While limited parts of the Act have not yet been enacted, and further secondary legislation is expected, most of the provisions are now in force. The Act extends liability periods for some historical defects in residential properties completed prior to 2022, creates a new government regulatory body responsible for building safety and new legal obligations regarding building safety, reallocates the risk related to design and construction, and requires the development of a more stringent regulatory regime for select buildings. The new legislation has resulted in new risk, litigation, regulatory and cost challenges for our United Kingdom and global operations.

Any of these events could adversely affect our United Kingdom, European operations and overall business and financial results.

***We work in international locations where there are high security risks, which could result in harm to our employees and contractors or material costs to us.***

Some of our services are performed in high-risk locations, such as the Middle East, Africa, and Southeast Asia, where the location is suffering from political, social or economic problems, or war or civil unrest. In those locations where we have employees or operations, we may incur material costs to maintain the safety of our personnel. Despite these precautions, the safety of our personnel in these locations may continue to be at risk. Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel, cancellation of contracts, or the loss of key employees, contractors or assets.

**Risks Related to Our Operations and Technology**

***Many of our project sites are inherently dangerous workplaces. Failure to maintain safe work sites and equipment could result in environmental disasters, employee deaths or injuries, reduced profitability, the loss of projects or clients and possible exposure to litigation.***

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials. On some project sites, we may be responsible for safety and, accordingly, we have an obligation to implement effective safety procedures. If we fail to implement these procedures or if the procedures we implement are ineffective, we may suffer the loss of or injury to our employees, as well as expose ourselves to possible litigation. As a result, our failure to maintain adequate safety standards and equipment could result in reduced profitability, harm to our reputation, or the loss of projects or clients, and could have a material adverse impact on our business, financial condition, and results of operations.

***Cybersecurity threats, information technology systems outages and data privacy incidents could adversely harm our business.***

We may experience errors, outages, or delays of service in our information technology systems, which could significantly disrupt our operations, impact our clients and employees, damage our reputation, and result in litigation and regulatory fines or penalties. Various privacy and securities laws pertaining to client and employee data usage require us to manage and protect sensitive and proprietary information. For example, the European's Union General Data Protection Regulation may apply to companies processing data of European Union residents, even if the company is not located in the European Union. In addition, the California Consumer Privacy Act increased the penalties for data privacy incidents.

We face threats to our information technology systems, including unauthorized access, computer hackers, computer viruses, malicious code, cyber-attacks, ransomware, data extortion, phishing and other cybersecurity problems and system disruptions, including possible unauthorized access to our and our clients' proprietary information. Our cybersecurity program is designed to use industry-accepted security measures and technology to securely maintain all proprietary information on our information technology systems. In the ordinary course of business, we have been targeted by malicious cyber-attacks. Anyone who circumvents our security measures could misappropriate proprietary information, including information regarding us, our employees and/or our clients, or cause interruptions in our operations. Although we devote considerable resources to our cybersecurity programs and have implemented security measures to protect our systems and to prevent, detect and respond to cybersecurity incidents, there can be no assurance that our efforts will prevent these threats. As these security threats continue to evolve, we may be required to devote additional resources to help prevent, detect and respond to system disruptions and cybersecurity incidents.

We also rely in part on third-party software and information technology vendors to run our critical accounting, project management and financial information systems. We depend on our software and information technology vendors to provide long-term software and hardware support for our information systems. Our software and information technology vendors may decide to discontinue further development, integration or long-term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, while we maintain insurance designed to cover these events, our coverage may not sufficiently cover all types of losses or claims that may arise or be subject to exclusions.

***We may use artificial intelligence, machine learning, data science and similar technologies in our business, and challenges with properly managing such technologies could result in reputational harm, competitive harm, and legal liability, and adversely affect our business, financial condition and results of operations.***

Artificial intelligence, machine learning, data science and similar technologies (collectively, "AI"), including third-party AI tools, may be enabled by, or integrated into, some of our business processes and solutions. As with many developing technologies, AI presents risks and challenges that could affect its further development, adoption, and use, and therefore our business. AI algorithms may be flawed or biased. Datasets used to train or develop AI systems may be insufficient, of inferior quality, or contain biased, incorrect or incomplete information. The utilization of AI may increase our risk and liability exposure relating to confidentiality, intellectual property infringement, and client use restrictions. Our AI governance review process and safeguards may not be adequate to protect against these risks and challenges.

Additionally, the laws and regulations concerning the use of AI continue to evolve. If the use or integration of AI systems, or the outputs generated by such systems, were determined to be non-compliant (e.g., in relation to AI statutory regimes, data privacy rights or in relation to the use of AI for certain activities or use cases), this may expose us to regulatory action or litigation. It is possible that emerging regulations or changes to intellectual property laws may limit or block the use of AI in our business or otherwise impose restrictions that may adversely affect the efficiency of our business processes or solutions that were utilizing AI technologies.

Our competitors or other third parties may incorporate AI into their product and service offerings more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our business, financial condition and results of operations.

## Risks Related to Contracts and Joint Ventures

***Our business and operating results could be adversely affected by losses under fixed-price or guaranteed maximum price contracts.***

Fixed-price contracts require us to either perform all work under the contract for a specified lump-sum or to perform an estimated number of units of work at an agreed price per unit, with the total payment determined by the actual number of units performed. In addition, we may enter guaranteed maximum price contracts where we guarantee a price or delivery date. For the year ended September 30, 2025, our revenue was comprised of 38%, 37%, and 25% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively. Fixed-price contracts expose us to a number of risks not inherent in cost-reimbursable contracts, including underestimation of costs, ambiguities in specifications, unforeseen increases in or failures in estimating the cost of raw materials, equipment or labor, increased costs as a result of inflation, problems with new technologies, delays beyond our control, fluctuations in profit margins, failures of subcontractors to perform and economic or other changes that may occur during the contract period. United States and foreign trade policy actions in the United States could affect the profitability of our fixed-price projects. Losses under fixed-price or guaranteed contracts could be substantial and adversely impact our results of operations.

***Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.***

In some circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions, pandemics including the current coronavirus, and other factors. Material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and also could cause us to suffer damage to our reputation within our industry and client base.

***We may not be able to maintain adequate surety and financial capacity necessary for us to successfully bid on and win contracts.***

In line with industry practice, we are often required to provide surety bonds, standby letters of credit or corporate guarantees to our clients that indemnify them should our affiliate fail to perform its obligations under the terms of a contract. As of September 30, 2025 and September 30, 2024, we were contingently liable for $5.6 billion and $5.1 billion, respectively, in issued surety bonds primarily to support project execution and we had outstanding letters of credit totaling $903.8 million and $938.9 million, respectively. A surety may issue a performance or payment bond to guarantee to the client that our affiliate will perform under the terms of a contract. If our affiliate fails to perform under the terms of the contract, then the client may demand that the surety or another corporate affiliate provide the contracted services. In addition, we would typically have obligations to indemnify the surety for any loss incurred in connection with the bond. If a surety bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate surety bond or letter of credit, we may not be able to pursue that project, which in turn could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

***We conduct a portion of our operations through joint venture entities, over which we may have limited control.***

Approximately 13% of our fiscal 2025 revenue was derived from our operations through joint ventures or similar partnership arrangements, where control may be shared with unaffiliated third parties. As with most joint venture arrangements, differences in views among the joint venture participants may result in delayed decisions or disputes. We also cannot control the actions of our joint venture partners and we typically have joint and several liability with our joint venture partners under the applicable contracts for joint venture projects. These factors could potentially adversely impact the business and operations of a joint venture and, in turn, our business and operations.

Operating through joint ventures in which we are minority holders results in us having limited control over many decisions made with respect to projects and internal controls relating to projects. Sales of our services provided to our unconsolidated joint ventures were approximately 2% of our fiscal 2025 revenue. We generally do not have control of these unconsolidated joint ventures. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. As a result, internal control problems may arise with respect to these joint ventures, which could have a material adverse effect on our financial condition and results of operations and could also affect our reputation.

***We participate in joint ventures where we provide guarantees and may be adversely impacted by the failure of the joint venture or its participants to fulfill their obligations.***

We have investments in and commitments to joint ventures with unrelated parties, including in connection with government services, and the investment activities of ACAP. For example, real estate and infrastructure joint ventures are inherently risky and may result in future losses since real estate markets are impacted by economic trends and government policies that we do not control. These joint ventures from time to time may borrow money to help finance their activities and, in some circumstances, we are required to provide guarantees of obligations of our affiliated entities. In addition, in connection with the investment activities of ACAP, we provide guarantees of obligations, including guarantees for completion of projects, payment of interest and carrying costs, repayment of debt, environmental indemnity obligations and other lender required guarantees. When we provide a guarantee, we may be responsible for material costs or performance in completing contractual obligations.

***AECOM Capital's real estate development and investment activities are inherently risky and may result in a future loss.***

ACAP's real estate business involves managing, sponsoring, investing in and developing commercial real estate projects and joint ventures (Real Estate Joint Ventures) that are inherently risky and may result in future losses based on factors beyond our control, including economic trends, government policies and competition. Our SEC-registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and which also invests in and develops Real Estate Joint Ventures on behalf of its investors. Real Estate Joint Ventures rely on substantial amounts of third party borrowing to finance their development activities and the lenders of such financings typically require AECOM or an affiliate to provide completion guarantees, repayment guarantees, environmental indemnities and other lender required credit support guarantees to secure the Real Estate Joint Ventures financing. Although the Fund and such Real Estate Joint Ventures may have reserves that will be used to share any cost overruns of the Real Estate Joint Ventures, if such reserves are unavailable, then AECOM may be required to make support payments, including to fund non-budgeted cost overruns on behalf of the Fund (but not on behalf of the Fund's co-partner or any unaffiliated limited partners of the Real Estate Joint Ventures). Some of the Fund's limited partners have made additional equity co-investments in certain Real Estate Joint Ventures for which AECOM will provide support payments on behalf of the limited partner co-investor in the event of a cost overrun of the Real Estate Joint Ventures after additional specific reserves have been depleted. During fiscal 2024, the Company completed a transaction pursuant to which members of the AECOM Capital team transitioned to a new third – party platform and will provide investment advisory services relating to the AECOM Capital business pursuant to certain advisory agreements. The failure of the transitioned team to adequately perform these services could negatively impact the Company. The Company has implemented comprehensive policies and procedures to oversee the provisions of these advisory services; however, these changes will impact the Company's ability to supervise the investment team's activities.

**Risks Related to Laws and Regulations**

***Misconduct by our employees, subcontractors, partners or consultants or our failure to comply with laws or regulations applicable to our business could cause us to lose customers or lose our ability to contract with government agencies.***

As a government contractor, misconduct, fraud or other improper activities caused by our employees', subcontractors', partners' or consultants' failure to comply with laws or regulations could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with procurement regulations, environmental regulations, regulations regarding the protection of sensitive government information, legislation regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, and anti-corruption, anti-competition, export control and other applicable laws or regulations. Our failure to comply with applicable laws or regulations, misconduct by any of our employees, subcontractors, partners or consultants, or our failure to make timely and accurate certifications to government agencies regarding misconduct or potential misconduct could subject us to fines and penalties, loss of government granted eligibility, cancellation of contracts and suspension or debarment from contracting with government agencies, any of which may adversely affect our business.

***We may be subject to substantial liabilities under environmental laws and regulations.***

Our services are subject to numerous environmental protection laws and regulations that are complex and stringent. Our business involves in part the planning, design, program management, construction management, and operations and maintenance at various sites, including but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly

perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts in support of U.S. federal government entities to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental laws and regulations, and some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire cleanup upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act and the Energy Reorganization Act of 1974, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

## Risks Related to Climate Change

***Climate change, natural disasters and related environmental issues could have a material adverse impact on us.***

Climate-related events, such as an increase in frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have a long-term impact on our business, financial condition and results of operation. While we seek to mitigate our business risks associated with climate events, we recognize that there are inherent climate-related risks regardless of where we conduct our businesses. For example, a catastrophic natural disaster could negatively impact any of our office locations and the locations of our clients. Accordingly, a natural disaster has the potential to disrupt our and our clients' businesses and may cause us to experience work stoppages, project delays, financial losses and additional costs to resume operations, including increased insurance costs or loss of cover, legal liability and reputational losses.

***There is an evolving awareness and scrutiny from stakeholders with respect to environmental, social and governance practices, which could affect our business.***

Stakeholder expectations with respect to environmental, social and governance matters have been rapidly evolving, including with increased scrutiny from governmental organizations, clients and employees on such matters and related disclosures. We risk damage to our reputation if we do not act responsibly in key areas including diversity and inclusion, environmental stewardship, support for local communities and corporate governance. A failure to adequately meet evolving rules and regulations or stakeholders' expectations, including failing to meet client commitments and targets, or being viewed negatively based on positions we do or do not take or work we do or do not perform, may result in loss of business, and an inability to attract and retain customers and talented personnel, which could have a negative impact on our business, results of operations and financial condition, and potentially on the price of our common stock and cost of capital. In addition, complying or failing to comply with existing or future federal, state, local and foreign legislation and regulations applicable to our environmental, social and governance practices, which may conflict with one another, could cause us to incur additional compliance and operational costs or actions and suffer reputational harm, which could materially and adversely affect our business, financial condition and results of operations.

## Risks Related to Acquisitions and Divestitures

***We may be unable to successfully execute or effectively integrate acquisitions and divestitures may not occur as planned.***

We regularly review our portfolio of businesses and pursue growth through acquisitions and seek to divest non-core businesses. We may not be able to complete transactions on favorable terms, on a timely basis, or at all, and during the integration of any acquisition, we may discover regulatory and compliance issues. In addition, our results of operations and cash flows may be adversely impacted by (i) the failure of acquired businesses to meet or exceed expected returns; (ii) the failure to integrate acquired businesses on schedule and/or to achieve expected synergies; (iii) the inability to dispose of non-core assets and businesses on satisfactory terms and conditions; (iv) diversion of attention and increased burdens on our employees; and (v) the discovery of unanticipated liabilities or other problems in acquired businesses for which we lack contractual protections, insurance or indemnities, or with regard to divested businesses, claims by purchasers to whom we have provided contractual indemnification. Additional difficulties we may encounter as part of the integration process include the following:

- the consequences of a change in tax treatment and the possibility that the full benefits anticipated from the acquisition or disposition will not be realized;
- any delay in the integration or disposition of management teams, strategies, operations, products and services;
- differences in business backgrounds, corporate cultures and management philosophies that may delay successful integration;
- the ability to retain key employees;
- the ability to create and enforce uniform standards, controls, procedures, policies and information systems;
- the challenge of restructuring complex systems, technology, networks and other assets in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- potential unknown liabilities and unforeseen increased expenses or delays associated with the acquisition, including costs to integrate beyond current estimates;
- the ability to deduct or claim tax attributes or benefits such as operating losses, business or foreign tax credits; and
- the disruption of, or the loss of momentum in, each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies.

Any of these factors could adversely affect our ability to maintain relationships with customers, suppliers, employees and other constituencies or could reduce our earnings or otherwise adversely affect our business and financial results.

***Our plans to divest businesses are subject to various risks and uncertainties and may not be completed in accordance with the expected plans or anticipated time frame, or at all, and will involve significant time and expense, which could disrupt or adversely affect our business.***

Divesting businesses involve risks and uncertainties, such as the difficulty separating assets related to such businesses from the businesses we retain, employee distraction, the need to obtain regulatory approvals and other third-party consents, which potentially disrupts customer and vendor relationships, and the fact that we may be subject to additional tax obligations or loss of tax benefits. Because of these challenges, as well as market conditions or other factors, anticipated divestitures may take longer or be costlier or generate fewer benefits than expected and may not be completed at all. If we are unable to complete divestitures or to successfully transition divested businesses, our business and financial results could be negatively impacted. After we dispose of a business, we may retain exposure on financial or performance guarantees and other contractual, employment, pension and severance obligations, and potential liabilities that may arise under law because of the disposition or the subsequent failure of an acquirer. Our results of operations, cash flows, working capital, effective tax rate, and financing requirements may be subject to increased volatility and our ability to fund capital expenditures, investments and service debt may be diminished. In addition, any purchase price adjustments could be unfavorable and other future proceeds owed to us as part of these transactions could be lower than we expect. As a result, performance by the divested businesses or other conditions outside of our control could have a material adverse effect on

our results of operations. In addition, the divestiture of any business could negatively impact our profitability because of losses that may result from such a sale, the loss of sales and operating income, or a decrease in cash flows.

**Other Risks**

***An impairment charge of goodwill could have a material adverse impact on our financial condition and results of operations.***

Because we have grown in part through acquisitions, goodwill represents a substantial portion of our assets, and was $3.7 billion as of September 30, 2025. Under generally accepted accounting principles in the United States, we are required to test goodwill carried in our consolidated balance sheets for possible impairment on an annual basis based upon a fair value approach and whenever events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, a significant sustained decline in our market capitalization and other factors.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we would have to record an impairment charge in the future. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

***We may be required to contribute additional cash to meet our underfunded benefit obligations associated with pension benefit plans we manage or multiemployer pension plans in which we participate.***

We have defined benefit pension plans for employees in the United States, United Kingdom, Canada, Australia, and Ireland. At September 30, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 million. In the future, our pension deficits may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors that may require us to make additional cash contributions to our pension plans and recognize further increases in our net pension cost to satisfy our funding requirements. If we are forced or elect to make up all or a portion of the deficit for unfunded benefit plans, our results of operations could be materially and adversely affected.

A multiemployer pension plan is typically established under a collective bargaining agreement with a union to cover the union-represented workers of various unrelated companies. Our collective bargaining agreements with unions require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2025, we contributed $2.7 million to multiemployer pension plans. Under the Employee Retirement Income Security Act, an employer who contributes to a multiemployer pension plan, absent an applicable exemption, may also be liable, upon termination or withdrawal from the plan, for its proportionate share of the multiemployer pension plan's unfunded vested benefit. If we terminate or withdraw from a multiemployer plan, absent an applicable exemption (such as for some plans in the building and construction industry), we could be required to contribute a significant amount of cash to fund the multiemployer plan's unfunded vested benefit, which could materially and adversely affect our financial results; however, since we do not control the multiemployer plans, we are unable to estimate any potential contributions that could be required.

***We may experience disproportionately high levels of collection risk and nonpayment if clients in specific geographic areas or industries are adversely affected by factors particular to their geographic area or industry.***

Our clients include public and private entities that have been, and may continue to be, negatively impacted by the changing landscape in the global economy. While no one client accounted for over 10% of our revenue for fiscal 2025, we face collection risk as a normal part of our business where we perform services and subsequently bill our clients for such services, or when we make equity investments in majority or minority controlled large-scale client projects and other long-term capital projects before the project completes operational status or completes its project financing. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues, results of operations or accounts receivable.

***Our services expose us to significant risks of liability and our insurance policies may not provide adequate coverage.***

Our services involve significant risks of professional and other liabilities that may substantially exceed the fees that we derive from such services. In addition, we sometimes contractually assume liability to clients on projects under indemnification or guarantee agreements. We cannot predict the magnitude of potential liabilities from the operation of our business. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients. We may be deemed to be responsible for these professional judgments and recommendations if they are later determined to be inaccurate. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations.

Our professional liability policies cover only claims made during the term of the policy. Additionally, our insurance policies may not protect us against potential liability due to various exclusions in the policies and self-insured retention amounts. Partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

***Unavailability or cancellation of third-party insurance coverage would increase our overall risk exposure as well as disrupt the management of our business operations.***

We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. If any of our third-party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

***If we do not have adequate indemnification for our services related to nuclear materials, it could adversely affect our business and financial condition.***

We provide services to the nuclear energy industry primarily related to decontamination and decommissioning of nuclear energy plants. Indemnification provisions under the Price-Anderson Act available to nuclear energy plant operators and contractors do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for the nuclear energy industry. If the Price-Anderson Act's indemnification protection does not apply to our services or if our exposure occurs outside the U.S., our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

***Our backlog of uncompleted projects under contract is subject to unexpected adjustments and cancellations and, thus may not accurately reflect future revenue and profits.***

At September 30, 2025, backlog was approximately $39.7 billion. We reported transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provisions of those contracts, where guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. We cannot guarantee that future revenue will be realized from either category of backlog or, if realized, will result in profits. Many projects may remain in our backlog for an extended period of time because of the size or long-term nature of the contract. In addition, from time to time, projects are delayed, scaled back or canceled. These types of backlog reductions adversely affect the revenue and profits that we ultimately receive from contracts reflected in our backlog.

***From time to time, we submit claims to clients for work we performed beyond the initial scope of some of our contracts. If these clients do not approve these claims, our results of operations could be adversely impacted.***

We typically have pending claims submitted under some of our contracts for payment of work performed beyond the initial contractual requirements for which we have already recorded revenue. In general, we cannot guarantee that such claims will be approved in whole, in part, or at all. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. If these claims are not approved, our revenue may be reduced in future periods.

***In conducting our business, we depend on other contractors, subcontractors and equipment and material providers. If these parties fail to satisfy their obligations to us or other parties or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.***

We depend on contractors, subcontractors and equipment and material providers in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a subcontract. Also, to the extent that we cannot acquire equipment and materials at reasonable costs, or if the amount we are required to pay exceeds our estimates, our ability to complete a project in a timely fashion or at a profit may be impaired. In addition, if any of our subcontractors fail to deliver on a timely basis the agreed-upon supplies and/or perform the agreed-upon services, our ability to fulfill our obligations as a prime contractor may be jeopardized; we could be held responsible for such failures and/or we may be required to purchase the supplies or services from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the supplies or services are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or joint venture relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts or refuses to pay under a contract. In addition, due to "pay when paid" provisions that are common in subcontracts in many countries, including the U.S., we could experience delays in receiving payment if the prime contractor experiences payment delays.

***If clients use our reports or other work product without appropriate disclaimers or in a misleading or incomplete manner, or if our reports or other work product are not in compliance with professional standards and other regulations, our business could be adversely affected.***

The reports and other work product we produce for clients sometimes include projections, forecasts and other forward-looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers and the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations. If we were found to be liable for any claims related to our client work product, our business could be adversely affected.

In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

***Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.***

Our success depends, in part, upon our ability to protect our intellectual property. We rely on a combination of intellectual property policies and other contractual arrangements to protect much of our intellectual property where we do not believe that trademark, patent or copyright protection is appropriate or obtainable. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

***Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.***

A number of government programs require contractors to have government granted eligibility, such as security clearance credentials. Depending on the project, eligibility can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

***Negotiations with labor unions and possible work actions could divert management attention and disrupt operations. In addition, new collective bargaining agreements or amendments to agreements could increase our labor costs and operating expenses.***

We regularly negotiate with labor unions and enter into collective bargaining agreements. The outcome of any future negotiations relating to union representation or collective bargaining agreements may not be favorable to us. We may reach agreements in collective bargaining that increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions could divert management attention and disrupt operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union-initiated work actions, including strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could disrupt our operations and adversely affect our operating results.

***Our charter documents contain provisions that may delay, defer or prevent a change of control.***

Provisions of our certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to stockholders. These provisions include the following:

- ability of our Board of Directors to authorize the issuance of preferred stock in series without stockholder approval;
- vesting of exclusive authority in our Board of Directors to determine the size of the board and to fill vacancies; and
- advance notice requirements for stockholder proposals and nominations for election to our Board of Directors.

***We cannot guarantee the timing, amount or payment of dividends.***

Although our Board of Directors has adopted a dividend policy under which we intend to pay a regular quarterly cash dividend, the timing and amount of any subsequently declared dividend (or any special dividend) is subject to the discretion of the Board of Directors and will be based on a variety of factors, including cash flows, earnings and financial borrowing availability and other restrictions under our outstanding indebtedness. We are not required to declare dividends and we are restricted under our outstanding indebtedness and could be restricted under future financing or other arrangements. Our Board of Directors may modify or terminate our dividend policy. Accordingly, we cannot provide any assurances that we will pay quarterly or special dividends or the amount or timing thereof. Any reduction or elimination of our dividend policy or dividend payments could have a negative effect on the price of our common stock.

***Changes in tax laws could increase our worldwide tax rate and materially affect our results of operations.***

We are subject to tax laws in the U.S. and numerous foreign jurisdictions. The U.S. and many international legislative and regulatory bodies continually propose and enact legislation that could significantly impact how U.S. multinational corporations are taxed.

In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain, and we are regularly subject to audit by tax authorities. Although we believe that our tax estimates and tax positions are reasonable, they could be materially affected by many factors including the final outcome of tax audits and related litigation, the introduction of new tax accounting standards, legislation, regulations and related interpretations.

The Organization for Economic Co-operation and Development (OECD), a global coalition of member countries, has developed a two-pillar framework to reform international taxation. The framework is designed to ensure that multinationals pay a minimum level of tax on their foreign profits through the introduction of a global minimum tax among other provisions. The minimum tax affects our financial statements beginning fiscal 2025 for those operations that are doing business in countries that have enacted the framework. While the current impact is limited, the continued enactment by all OECD countries or by individual countries could result in additional income tax liability, but the timing and ultimate impact on our tax obligations are uncertain.

Due to the large scale of our U.S. and international business activities, many of these proposed changes, if enacted into law, could have an adverse impact on our worldwide effective tax rate, income tax expense and cash flows.

## ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

## ITEM 1C. CYBERSECURITY

### Risk Management and Strategy

We maintain a cybersecurity program designed to assess, identify and manage risks from cybersecurity threats that may result in adverse effects on the confidentiality, integrity and availability of our information systems. Dedicated security and information governance and compliance professionals administer the program with oversight by our senior management team.

We utilize a combination of technology controls, service providers, and processes to actively monitor and protect our network and systems. All employees are required to participate in a number of information security training and awareness programs on an annual basis, which include training on how to identify and report cyber risks and events.

We engage industry cybersecurity experts to evaluate and review our cybersecurity programs. These external reviews include regular audits, threat assessments, vulnerability scans, simulated attacks and other advice regarding information security practices. We regularly conduct incident response exercises with key stakeholders.

To manage risks associated with third-party service providers, we typically perform a cybersecurity assessment on new vendors before they are onboarded as a supplier. We conduct periodic reviews of these vendors to evaluate continued compliance with our policies and standards. We strive to ensure that our contracts with such vendors require them to maintain security controls in line with industry practices, applicable laws and our policies. We rely on vendors to notify us in a timely manner of significant cybersecurity incidents, by virtue of the documents governing their relationship with us or applicable law.

### Governance

Our Board of Directors (“Board”) receives regular updates from management and external consultants which may address a broad range of cybersecurity and IT topics, including trends, regulatory developments, data security policies and practices, cybersecurity incidents, and ongoing efforts to further strengthen our security posture. Our Board reviews key metrics related to cybersecurity on a quarterly basis, and is notified of applicable cybersecurity incidents if and when they occur.

The Chief Information Security Officer (“CISO”) heads the cybersecurity program which includes personnel based in several of our global locations. Our CISO brings over 25 years of experience, which includes both consulting and practitioner roles, and maintains the following certifications: Certified Information System Security Professional (CISSP), Certified in Risk and Information Systems Control (CRISC), and Certified Information Security Manager (CISM). Our CISO reports to our Chief Information Officer, up to the Chief Technology Officer, who meets with our Board at least annually to discuss cybersecurity risk and related topics.

Our CISO’s team is responsible for leading enterprise-wide cybersecurity strategy, policy, standards and processes. The CISO receives ongoing updates from his team regarding the prevention, detection, mitigation, and remediation of cybersecurity incidents.

In the event of a cybersecurity incident, we have a plan which sets forth a framework to report such incidents to our cybersecurity incident response team. This framework is designed with the goal of enabling the response team to take actions to monitor, mitigate and remediate such incidents in a timely manner. As part of this incident response plan, we have retainers in place with professional service firms to assist with cybersecurity incidents if needed.

**Cybersecurity Risks, Threats and Material Incidents**

While we are not aware of any cybersecurity incidents that have materially affected us through the date of this report, there can be no guarantee that we will not be the subject of future material cybersecurity incidents. Additional information on cybersecurity risks that we may face can be found in Item 1A – Risk Factors – of this Form 10-K.

## ITEM 2. PROPERTIES

Our corporate offices are located in approximately 9,000 square feet of space at 13355 Noel Road, Dallas, Texas. Our other offices, including smaller administrative or project offices, consist of an aggregate of approximately 5.2 million square feet worldwide. Virtually all of our offices are leased. See Note 11 in the notes to our consolidated financial statements for information regarding our lease obligations. We may add additional facilities from time to time in the future as the need arises.

## ITEM 3. LEGAL PROCEEDINGS

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting and, from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management, based upon current information and discussions with counsel, with the exception of the matters noted in Note 18, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 18, Commitments and Contingencies, to the financial statements contained in this report for a discussion of certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 3. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

## ITEM 4. MINE SAFETY DISCLOSURES

None.

## PART II

## ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange (NYSE) under the symbol "ACM." According to the records of our transfer agent, there were 1,364 stockholders of record as of November 14, 2025.

**Unregistered Sales of Equity Securities**

None.

***Equity Compensation Plans***

The following table presents certain information about shares of AECOM common stock that may be issued under our equity compensation plans as of September 30, 2025:

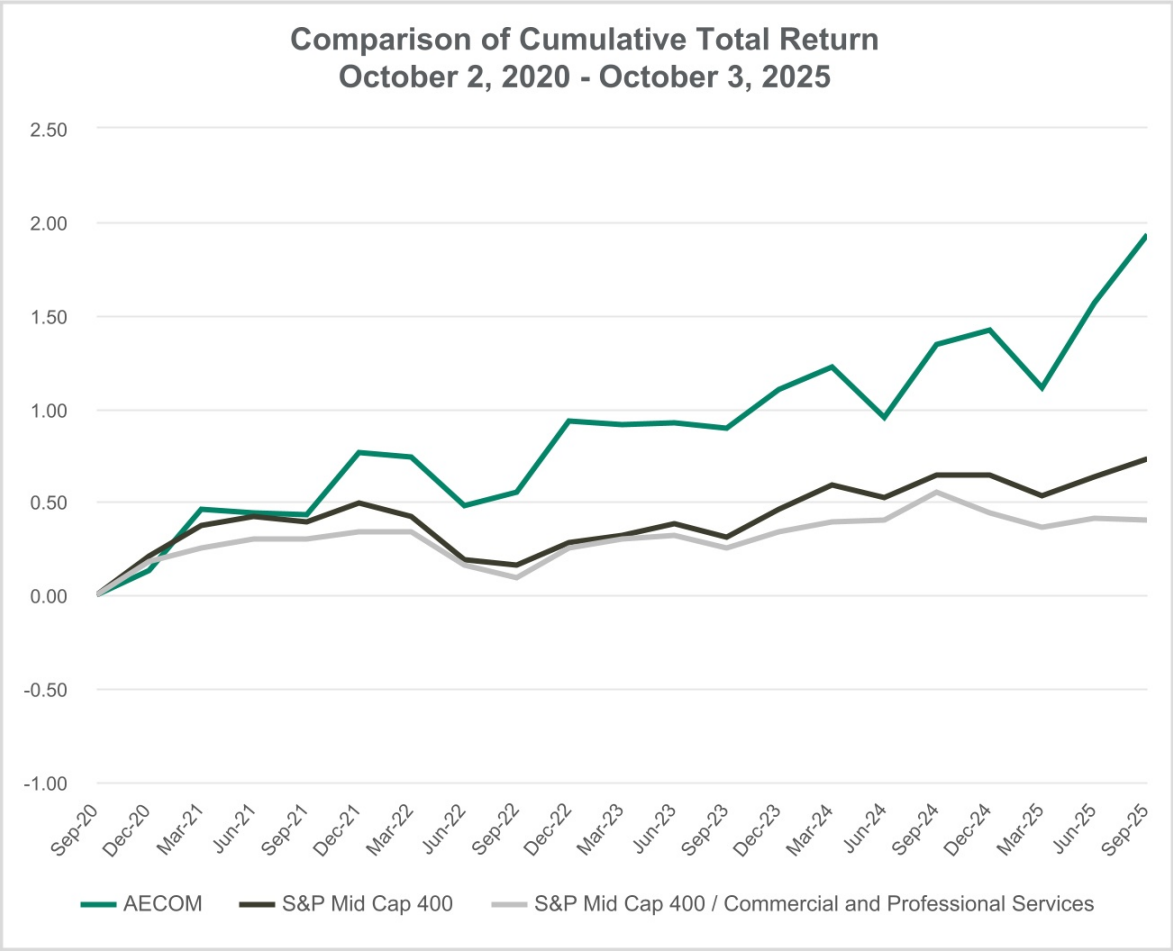
| | Column A | Column B | Column C |
|---|---|---|---|
| **Plan Category** | **Number of securities to be issued upon exercise of outstanding options, warrants, and rights[1]** | **Weighted-average exercise price of Outstanding options, warrants, and rights** | **Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)** |
| Equity compensation plans not approved by stockholders | N/A | N/A | N/A |
| Equity compensation plans approved by stockholders: | | | |
| AECOM Stock Incentive Plans | 1,357,329 [1] | N/A [2] | 11,262,039 |
| AECOM Employee Stock Purchase Plan[3] | N/A | N/A | 7,504,394 |
| Total | 1,357,329 | N/A | 18,766,433 |

(1) Includes 717,898 shares issuable upon the vesting of Restricted Stock Units, and 639,431 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP). As of September 30, 2025, there were no options outstanding.
(2) Weighted-average exercise price of outstanding options only.
(3) Amounts only reflected in column (c) and include all shares available for future issuance and subject to outstanding rights.

**Performance Measurement Comparison[1]**

The following chart compares the cumulative total stockholder return of AECOM stock (ACM) with the cumulative total return of the S&P MidCap 400, and the S&P Mid Cap 400 Commercial & Professional Services Index, from October 2, 2020 to October 3, 2025.

We believe the S&P 400 MidCap is an appropriate independent broad market index, since it measures the performance of similar mid-sized companies in numerous sectors. In addition, we believe the S&P Mid Cap 400 Commercial & Professional Services Index is an appropriate third party published industry index since it measures the performance of professional services companies.




(1) This section is not "soliciting material," is not deemed "filed" with the SEC and is not incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

***Stock Repurchase Program***

The following table shows the repurchase activity for each of the three months ended September 30, 2025:

| Fiscal Period | Total Number of Shares Purchased | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs | Maximum Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs [1] |
|---|---|---|---|---|
| July 1 – 31, 2025 | — | $ — | — | $ 894,500,000 |
| August 1 – 31, 2025 | — | $ — | — | $ 894,500,000 |
| September 1 – 30, 2025 | 1,970,954 | $ 126.91 | 1,970,954 | $ 644,400,000 |
| Total | 1,970,954 | | 1,970,954 | |

(1) On November 15, 2024, the Board approved an increase in the Company's repurchase authorization up to an aggregate amount of $1.0 billion with no expiration date. Stock repurchase can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan.

**ITEM 6. RESERVED**

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements with respect to the Company, including the Company's business, operations and strategy, and infrastructure consulting industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "estimates," "intends," "may," "plans," "potential," "projects," and "will" and that relate to our future revenues, expenditures and business trends; future reduction of our self-perform at-risk construction exposure; future accounting estimates; future contractual performance obligations; future conversions of backlog; future capital allocation priorities, including common stock repurchases, future trade receivables, future debt pay downs; future post-retirement expenses; future tax benefits and expenses, and the impact of future tax laws; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; and other future economic and industry conditions, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this Annual Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our business is cyclical and vulnerable to economic downturns and client spending reductions; government shutdowns; changes in administration or other funding directives and circumstances that cause governmental agencies to modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; long-term government contracts are subject to uncertainties related to government contract appropriations; losses under fixed-price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; changes in government laws, regulations and policies, including failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; potential high leverage and inability to service our debt and guarantees; our capital allocation strategy, including our ability to continue payment of dividends; exposure to political and economic risks in different countries, including tariffs and trade policies, geopolitical events, and conflicts; inflation, currency exchange rates and interest rate fluctuations; changes in capital markets and stock market volatility; retaining and recruiting key technical and management personnel; legal claims and litigation; inadequate insurance coverage; environmental law compliance and inadequate nuclear indemnification; unexpected adjustments and cancellations related to our backlog; partners and third parties who may fail to satisfy their legal obligations; managing pension costs; AECOM Capital's real estate development; cybersecurity issues, IT outages and data privacy; risks associated with the benefits and costs of the sale of our Management Services and self-perform at-risk civil infrastructure, power construction, and oil and gas construction businesses, including the risk that any purchase adjustments from those transactions could be unfavorable and any future proceeds owed to us as part of the transactions could be lower than we expect; risks associated with our strategic initiatives, including AI investments and potential acquisitions and divestitures, as well as other additional risks and factors discussed in this Annual Report on Form 10-K and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward-looking statement.*

*All subsequent written and oral forward-looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part I, Item 1A—Risk Factors" in this Annual Report for a discussion of the factors, risks and uncertainties that could affect our future results.*

*Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."*

*In this section, we discuss the results of our operations for the year ended September 30, 2025 compared to the year ended September 30, 2024. For a discussion on the year ended September 30, 2024 compared to the year ended September 30, 2023, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended September 30, 2024.*

**Overview**

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

Our business focuses primarily on providing fee-based knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients, and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas:* Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International:* Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP):* Primarily invests in and develops real estate projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources and capital to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability. Given the global nature of our business, our revenue is exposed to currency rate fluctuations that could change from period to period and year to year.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project-related expenses and sales, general and administrative costs.

At September 30, 2025, we had approximately $644.4 million remaining of the Board's repurchase authorization. On November 15, 2024, the Board approved an increase in our stock repurchase authorization to $1.0 billion. We intend to deploy future available cash towards dividends and stock repurchases consistent with our returns driven capital allocation policy.

We have exited substantially all of our self-perform at-risk construction businesses. As part of our ongoing plan to improve profitability and maintain a reduced risk profile, we continuously evaluate our geographic exposure.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

**Acquisitions**

There were two business acquisition consummated during the year ended September 30, 2025. There was one acquisition consummated during the year ended September 30, 2024 and there was no acquisition consummated during the year ended September 30, 2023.

All of our business acquisitions have been accounted for as business combinations and the results of operations of the acquired companies have been included in our consolidated results since the dates of the acquisitions. Those results of operations were not material to our consolidated results.

**Components of Income and Expense**

| | Year Ended September 30, | | | | |
|---|---|---|---|---|---|
| | 2025 | 2024 | 2023 | 2022 | 2021 |
| | | | (in millions) | | |
| **Other Financial Data:** | | | | | |
| Revenue | $ 16,140 | $ 16,105 | $ 14,378 | $ 13,148 | $ 13,341 |
| Cost of revenue | 14,923 | 15,021 | 13,433 | 12,300 | 12,543 |
| Gross profit | 1,217 | 1,084 | 945 | 848 | 798 |
| Equity in earnings (losses) of joint ventures | 27 | 2 | (279) | 54 | 35 |
| General and administrative expenses | (158) | (160) | (154) | (147) | (155) |
| Restructuring and acquisition costs | (59) | (99) | (188) | (108) | (48) |
| Income from operations | $ 1,027 | $ 827 | $ 324 | $ 647 | $ 630 |

***Revenue***

We generate revenue primarily by providing planning, consulting, advisory, architectural and engineering design, construction management and program management services to public and private clients around the world. Our revenue consists of both services provided by our employees and pass-through revenues from subcontractors and other direct costs. We generally recognize revenue over time as performance obligations are satisfied and control over promised goods or services are transferred to our customers. We generally measure progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred.

***Cost of Revenue***

Cost of revenue reflects the cost of our own personnel (including fringe benefits and overhead expense) and fees from subcontractors and other direct costs associated with revenue.

***Equity in Earnings of Joint Ventures***

Equity in earnings of joint ventures includes our portion of fees charged by our unconsolidated joint ventures to clients for services performed by us and other joint venture partners along with earnings we receive from our return on investments in unconsolidated joint ventures.

***General and Administrative Expenses***

General and administrative expenses include corporate expenses, including personnel, occupancy, and administrative expenses.

***Restructuring and Acquisition Costs***

Restructuring and acquisition costs are comprised of personnel and other costs, real estate costs, and costs associated with business exits and acquisitions primarily related to actions that are expected to deliver continued margin expansion and operating efficiencies.

***Geographic Information***

For geographic financial information, please refer to Note 4 and Note 19 in the notes to our consolidated financial statements found elsewhere in the Form 10-K.

**Critical Accounting Estimates**

Our accounting policies, including those described below, often require management to make significant estimates and assumptions using information available at the time the estimates are made. Such estimates and assumptions significantly affect various reported amounts of assets, liabilities, revenue and expenses. If future experience differs significantly from these estimates and assumptions, our results of operations and financial condition could be affected. Our most critical accounting policies and estimates are described below. We have not materially changed our estimation methodology during the period presented.

***Revenue Recognition***

Our accounting policies establish principles for recognizing revenue upon the transfer of control of promised goods or services to customers. We generally recognize revenues over time as performance obligations are satisfied. We generally measure our progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing these services, we routinely subcontract for services and incur other direct cost on behalf of our clients. These costs are passed through to clients and, in accordance with accounting rules, are included in our revenue and cost of revenue.

Revenue recognition and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, we are required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties and liquidated damages. Variable consideration is included in the estimate of transaction price only to the extent that a significant reversal would not be probable. We continuously monitor factors that may affect the quality of our estimates, and material changes in estimates are disclosed accordingly.

***Claims Recognition***

Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that we seek to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved contracts as to both scope and price or other causes of unanticipated additional costs. Judgment is required to estimate the amount, if any, of revenue to be recognized on claims. We record contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and only to the extent that a significant reversal would not be probable. The amounts recorded, if material, are disclosed in the notes to the financial statements. Costs attributable to claims are treated as costs of contract performance as incurred.

***Income Taxes***

We provide for income taxes in accordance with principles contained in ASC Topic 740, *Income Taxes*. Under these principles, we recognize the amount of income tax payable or refundable for the current year and deferred tax assets and liabilities for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the new rate is enacted. Deferred tax assets are evaluated for future realization and reduced by a valuation allowance if it is more likely than not that a portion will not be realized.

We measure and recognize the amount of tax benefit that should be recorded for financial statement purposes for uncertain tax positions taken or expected to be taken in a tax return. With respect to uncertain tax positions, we evaluate the recognized tax benefits for recognition, measurement, derecognition, classification, interest and penalties, interim period accounting and disclosure requirements. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns.

*Valuation Allowance.* Deferred income taxes are provided on the liability method whereby deferred tax assets and liabilities are established for the difference between the financial reporting and income tax basis of assets and liabilities, as well as for tax attributes such as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment of such changes to laws and tax rates.

Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more likely than not that some portion or all of the deferred tax assets may not be realized. The evaluation of the recoverability of the deferred tax asset

requires the Company to weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. Whether a deferred tax asset may be realized requires considerable judgment by us. In considering the need for a valuation allowance, we consider a number of factors including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Whether a deferred tax asset will ultimately be realized is also dependent on varying factors, including, but not limited to, changes in tax laws and audits by tax jurisdictions in which we operate.

If future changes in judgment regarding the realizability of our deferred tax assets lead us to determine that it is more likely than not that we will not realize all or part of our deferred tax asset in the future, we will record an additional valuation allowance. Conversely, if a valuation allowance exists and we determine that the ultimate realizability of all or part of the net deferred tax asset is more likely than not to be realized, then the amount of the valuation allowance will be reduced. This adjustment will increase or decrease income tax expense in the period of such determination.

*Undistributed Non-U.S. Earnings.* The results of our operations outside of the United States are consolidated for financial reporting; however, earnings from investments in non-U.S. operations are included in domestic U.S. taxable income only when actually or constructively received. No deferred taxes have been provided on the undistributed gross book-tax basis differences of our non-U.S. operations of approximately $1.1 billion because we have the ability to and intend to permanently reinvest these basis differences overseas. If we were to repatriate these basis differences, additional taxes could be due at that time.

We continually explore initiatives to better align our tax and legal entity structure with the footprint of our non-U.S. operations and we recognize the tax impact of these initiatives, including changes in assessment of its uncertain tax positions, indefinite reinvestment exception assertions and realizability of deferred tax assets, earliest in the period when management believes all necessary internal and external approvals associated with such initiatives have been obtained, or when the initiatives are materially complete.

***Accrued Professional Liability Costs***

We carry professional liability insurance policies or self-insure for our initial layer of professional liability claims under our professional liability insurance policies and for a deductible for each claim even after exceeding the self-insured retention. We accrue for our portion of the estimated ultimate liability for the estimated potential incurred losses. We establish our estimate of loss for each potential claim in consultation with legal counsel handling the specific matters and based on historic trends taking into account recent events. We also use an outside actuarial firm to assist us in estimating our future claims exposure. It is possible that our estimate of loss may be revised based on the actual or revised estimate of liability of the claims.

***Fiscal year ended September 30, 2025 compared to the fiscal year ended September 30, 2024***

***Consolidated Results***

| | Fiscal Year Ended | | Change | |
|---|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | $ | % |
| | ($ in millions) | | | |
| Revenue | $ 16,139.6 | $ 16,105.5 | $ 34.1 | 0.2 % |
| Cost of revenue | 14,922.9 | 15,021.2 | (98.3) | (0.7) |
| Gross profit | 1,216.7 | 1,084.3 | 132.4 | 12.2 |
| Equity in earnings of joint ventures | 27.0 | 2.1 | 24.9 | 1,185.7 |
| General and administrative expenses | (157.8) | (160.1) | 2.3 | (1.4) |
| Restructuring and acquisition costs | (59.4) | (98.9) | 39.5 | (39.9) |
| Income from operations | 1,026.5 | 827.4 | 199.1 | 24.1 |
| Other income | 10.5 | 17.6 | (7.1) | (40.3) |
| Interest income | 62.9 | 58.6 | 4.3 | 7.3 |
| Interest expense | (184.3) | (185.4) | 1.1 | (0.6) |
| Income from continuing operations before taxes | 915.6 | 718.2 | 197.4 | 27.5 |
| Income tax expense from continuing operations | 204.0 | 153.0 | 51.0 | 33.3 |
| Net income from continuing operations | 711.6 | 565.2 | 146.4 | 25.9 |
| Net loss from discontinued operations | (75.4) | (105.0) | 29.6 | (28.2) |
| Net income | 636.2 | 460.2 | 176.0 | 38.2 |
| Net income attributable to noncontrolling interests from continuing operations | (73.3) | (59.3) | (14.0) | 23.6 |
| Net (loss) income attributable to noncontrolling interests from discontinued operations | (1.1) | 1.4 | (2.5) | (178.6) |
| Net income attributable to noncontrolling interests | (74.4) | (57.9) | (16.5) | 28.5 |
| Net income attributable to AECOM from continuing operations | 638.3 | 505.9 | 132.4 | 26.2 |
| Net loss attributable to AECOM from discontinued operations | (76.5) | (103.6) | 27.1 | (26.2) |
| Net income attributable to AECOM | $ 561.8 | $ 402.3 | $ 159.5 | 39.6 % |

The following table presents the percentage relationship of statement of operations items to revenue:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| Revenue | 100.0 % | 100.0 % |
| Cost of revenue | 92.5 | 93.3 |
| Gross profit | 7.5 | 6.7 |
| Equity in earnings of joint ventures | 0.2 | 0.0 |
| General and administrative expenses | (0.9) | (1.0) |
| Restructuring and acquisition costs | (0.4) | (0.6) |
| Income from operations | 6.4 | 5.1 |
| Other income | 0.1 | 0.1 |
| Interest income | 0.4 | 0.4 |
| Interest expense | (1.2) | (1.1) |
| Income from continuing operations before taxes | 5.7 | 4.5 |
| Income tax expense from continuing operations | 1.3 | 1.0 |
| Net income from continuing operations | 4.4 | 3.5 |
| Net loss from discontinued operations | (0.5) | (0.6) |
| Net income | 3.9 | 2.9 |
| Net income attributable to noncontrolling interests from continuing operations | (0.5) | (0.4) |
| Net (loss) income attributable to noncontrolling interests from discontinued operations | 0.0 | 0.0 |
| Net income attributable to noncontrolling interests | (0.5) | (0.4) |
| Net income attributable to AECOM from continuing operations | 3.9 | 3.1 |
| Net loss attributable to AECOM from discontinued operations | (0.5) | (0.6) |
| Net income attributable to AECOM | 3.4 % | 2.5 % |

***Revenue***

Our revenue for the year ended September 30, 2025 increased $34.1 million, or 0.2%, to $16,139.6 million as compared to $16,105.5 million for the corresponding period last year.

The portion of revenue excluding pass-through revenues attributable to subcontractors increased for the year ended September 30, 2025. Underlying revenue excluding pass-through revenues increased across most of our end markets as a result of increased investment by large, publicly financed, global infrastructure programs including the Infrastructure Investment and Jobs Act in the U.S. and similar large programs in our largest end markets globally. Our Water end market has been benefiting from increased investment to address drought, flooding, emerging containment remediation, water storage, and clean and safe drinking water. Our Transportation end market has been benefitting from incremental investments across the globe to modernize transportation infrastructure and address growth and urbanization trends, while our Environment end market has been benefiting from infrastructure that requires permitting and compliance, and remediation as well as investments in energy. Our Facilities end market has been benefiting from positive public sector investment, trends in asset maintenance and repositioning as well as demand for modern, efficient facilities. The quantification of the impact of these trends by end market is noted within our Americas and International reportable segments discussion below, where applicable, and represents substantially all of our revenue change.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because these pass-through revenues can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Pass-through revenues for the years ended September 30, 2025 and 2024 were $8.6 billion and $8.9 billion, respectively. Pass-through revenue as a percentage of total revenue was 53% and 56% during the year ended September 30, 2025 and 2024, respectively.

***Cost of Revenue***

Our cost of revenue decreased to $14,922.9 million for the year ended September 30, 2025 compared to $15,021.2 million for the corresponding period last year, a decrease of $98.3 million, or 0.7%.

Substantially all of the change in our cost of revenue for the year ended September 30, 2025 occurred in our Americas and International reportable segments, which is discussed in more detail below.

***Gross Profit***

Our gross profit for the year ended September 30, 2025 increased $132.4 million, or 12.2%, to $1,216.7 million as compared to $1,084.3 million for the corresponding period last year. For the year ended September 30, 2025, gross profit, as a percentage of revenue, increased to 7.5% from 6.7% in the year ended September 30, 2024.

Gross profit changes were due to the reasons noted in Americas and International reportable segments below.

***Equity in Earnings of Joint Ventures***

Our equity in earnings of joint ventures for the year ended September 30, 2025 was $27.0 million as compared to $2.1 million in the corresponding period last year.

The increase in equity in earnings of joint ventures for the year ended September 30, 2025 compared to the same period in the prior year was primarily due to impairment losses recorded by our AECOM Capital segment in fiscal 2024 that did not repeat in fiscal 2025.

***General and Administrative Expenses***

Our general and administrative expenses for the year ended September 30, 2025 decreased $2.3 million, or 1.4%, to $157.8 million as compared to $160.1 million for the corresponding period last year. For the year ended September 30, 2025, general and administrative expenses as a percentage of revenue decreased to 0.9% from 1.0% for the corresponding period last year.

The decrease in general and administrative expenses for the year ended September 30, 2025 was primarily due to ongoing efforts to drive efficiencies and streamline operations.

***Restructuring and Acquisition Costs***

Restructuring and acquisition costs are comprised of personnel costs, real estate costs, and costs associated with business acquisitions and exits. During the fiscal year ended September 30, 2025, we incurred total restructuring expenses of $59.4 million primarily related to actions taken for acquisitions and optimizing our organization structure. During fiscal year ended September 30, 2024, we incurred total restructuring expenses of $98.9 million primarily related to costs incurred to continue to align our real estate portfolio with our employee flexibility initiatives, continue our exit of certain countries in Southeast Asia, drive support function efficiency, and reduce our risk profile.

***Other Income***

Our other income for the year ended September 30, 2025 decreased to $10.5 million from $17.6 million for the corresponding period last year.

The decrease in other income for the year ended September 30, 2025 was primarily due to the decrease in fair value of our investments measured at fair value.

***Interest Income***

Our interest income for the year ended September 30, 2025 increased to $62.9 million from $58.6 million for the corresponding period last year.

The increase in interest income for the year ended September 30, 2025 was primarily due to an increase in our interest-bearing assets.

***Interest Expense***

Our interest expense for the year ended September 30, 2025 was $184.3 million as compared to $185.4 million for the corresponding period last year.

The decrease in interest expense for the year ended September 30, 2025 was primarily due to additional financing charges recorded in fiscal 2024 related to the New Credit Facilities, defined below, that did not repeat in the current fiscal year.

***Income Tax Expense***

Our income tax expense for the year ended September 30, 2025 was $204.0 million compared to $152.9 million for the year ended September 30, 2024. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to the tax impact of an increase in pre-tax income of $197.4 million, an increase in tax expense of $28.1 million related to changes in uncertain tax positions, an increase in tax expense of $24.6 million related to state income taxes, a reduction in tax expense of $20.2 million related to the sale of ACAP investments in fiscal 2024, and a tax benefit of $20.1 million related to deferred tax assets recognized due to legal entity restructuring implemented in fiscal 2025.

During fiscal 2025, we recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects our assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, we recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, we recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, we sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, we recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, we approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, we settled the tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The OECD has introduced the Base Erosion and Profit Shifting (BEPS) 2.0 framework which includes Pillar 2. Pillar 2 introduces a 15% global minimum tax for large multinational enterprises in each of the jurisdictions that they operate. Many countries have enacted the Pillar 2 global minimum tax regime including some countries where we operate. The implementation of Pillar 2 does not have a material impact on our consolidated financial statements for fiscal 2025. The company is actively monitoring developments related to Pillar 2 and will continue to assess the impact.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on our assessment, we do not expect the legislation to have a material impact on our consolidated financial statements.

We are currently under tax audit in several jurisdictions including the U.S. where our federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related

to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

***Net Loss From Discontinued Operations***

During the first quarter of fiscal 2020, management approved a plan to dispose of via sale our self-perform at-risk construction businesses. As a result of these strategic actions, the self-perform at-risk construction businesses were classified as discontinued operations.

Net loss from discontinued operations was $75.4 million for the year ended September 30, 2025 compared to $105.0 million for the year ended September 30, 2024, a decrease of $29.6 million.

The decrease in net loss from discontinued operations for the year ended September 30, 2025 was primarily due to the settlement of contingent consideration related to the sale of our civil infrastructure construction business in fiscal 2024 that did not recur in fiscal 2025 partially offset by a revision to estimated recoveries on a refinery turnaround project resulting from unfavorable court orders that occurred in fiscal 2025.

***Net Income Attributable to AECOM***

The factors described above resulted in the net income attributable to AECOM of $561.8 million for the year ended September 30, 2025, as compared to the net income attributable to AECOM of $402.3 million for the year ended September 30, 2024.

***Results of Operations by Reportable Segment***

***Americas***

| | Fiscal Year Ended | | Change | |
|---|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | $ | % |
| | ( in millions) | | | |
| Revenue | $ 12,525.9 | $ 12,485.7 | $ 40.2 | 0.3 % |
| Cost of revenue | 11,643.8 | 11,726.6 | (82.8) | (0.7) |
| Gross profit | $ 882.1 | $ 759.1 | $ 123.0 | 16.2 % |

The following table presents the percentage relationship of statement of operations items to revenue:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| Revenue | 100.0 % | 100.0 % |
| Cost of revenue | 93.0 | 93.9 |
| Gross profit | 7.0 % | 6.1 % |

***Revenue***

Revenue for our Americas segment for the year ended September 30, 2025 increased $40.2 million, or 0.3%, to $12,525.9 million as compared to $12,485.7 million for the corresponding period last year.

Pass-through revenues on contracts for which we subcontract work on behalf of our clients decreased $307.4 million for the year ended September 30, 2025 compared to the corresponding period last year. Revenue from increased project activity in the Americas included growth in our Transportation end market of $261.1 million, or 11.7%, and our Water and Environment end markets of $127.4 million, or 6.0%, offset by a decrease in our Facilities end market of $344.7 million, or 4.3%, compared to the corresponding period last year.

***Cost of Revenue***

Cost of revenue for our Americas segment for the year ended September 30, 2025 decreased by $82.8 million, or 0.7%, to $11,643.8 million compared to $11,726.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to the decreases in subcontractor and other direct costs offset by increased project activity.

***Gross Profit***

Gross profit for our Americas segment for the year ended September 30, 2025 increased $123.0 million, or 16.2%, to $882.1 million as compared to $759.1 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 7.0% of revenue for the year ended September 30, 2025 from 6.1% in the corresponding period last year.

The increase in gross profit for the year ended September 30, 2025 was primarily due to the benefit from restructuring actions taken last year, growth in enterprise capability centers, ongoing continuous improvement initiatives, and growth in higher margin advisory services.

***International***

| | Fiscal Year Ended | | | |
|---|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | Change | |
| | | | $ | % |
| | (in millions) | | | |
| Revenue | $ 3,613.2 | $ 3,618.4 | $ (5.2) | (0.1)% |
| Cost of revenue | 3,279.1 | 3,294.6 | (15.5) | (0.5) |
| Gross profit | $ 334.1 | $ 323.8 | $ 10.3 | 3.2 % |

The following table presents the percentage relationship of statement of operations items to revenue:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| Revenue | 100.0 % | 100.0 % |
| Cost of revenue | 90.8 | 91.1 |
| Gross profit | 9.2 % | 8.9 % |

***Revenue***

Revenue for our International segment for the year ended September 30, 2025 decreased $5.2 million, or 0.1%, to $3,613.2 million as compared to $3,618.4 million for the corresponding period last year.

Revenue for the year ended September 30, 2025 decreased primarily due to a $66.3 million decrease in pass-through revenues on contracts for which we subcontract work on behalf of our client compared to the corresponding period in the prior year. The decrease in revenue was primarily attributable to a $67.9 million, or 5.2%, decrease in our Transportation end market, partially offset by growth in our Water and Environment end market of $40.2 million, or 5.2%, and in our Transportation end market of $18.8 million, or 1.3%, compared to the corresponding period last year, which have benefited from the end market trends discussed in the consolidated revenue section above.

***Cost of Revenue***

Cost of revenue for our International segment for the year ended September 30, 2025 decreased $15.5 million, or 0.5%, to $3,279.1 million as compared to $3,294.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to a decrease compared to the corresponding period in the prior year of subcontractor and other direct costs of $66.3 million, partially offset by increased project activity.

***Gross Profit***

Gross profit for our International segment for the year ended September 30, 2025 increased $10.3 million, or 3.2%, to $334.1 million as compared to $323.8 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 9.2% of revenue for the year ended September 30, 2025 from 8.9% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2025 were primarily due to benefits from restructuring actions taken last year, ongoing exits from lower margin countries, growth in the enterprise capability centers, and continuous improvement initiatives.

***AECOM Capital***

| | Fiscal Year Ended | | | |
|---|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | Change | |
| | | | $ | % |
| | (in millions) | | | |
| Revenue | $ 0.5 | $ 1.4 | $ (0.9) | (64.3)% |
| Equity in losses of joint ventures | $ (0.5) | $ (26.9) | $ 26.4 | (98.1)% |
| General and administrative expenses | $ (9.0) | $ (15.0) | $ 6.0 | (40.0)% |

Equity in losses of joint ventures for the year ended September 30, 2025 was $0.5 million compared to a loss of $26.9 million for the corresponding period last year. The change in equity in losses of joint ventures for the year ended September 30, 2025 was primarily due to impairment losses of $35.9 million recognized in the fiscal 2024 that did not repeat in fiscal 2025.

The decrease of $6.0 million in general and administrative expenses for the year ended September 30, 2025 compared to the corresponding period last year was due to nonrecurring expenses related to the evaluation of strategic options and the transition of the AECOM Capital business to a third-party platform that occurred in fiscal year 2024 but did not repeat in fiscal year 2025.

**Liquidity and Capital Resources**

***Cash Flows***

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, repurchases of common stock, dividend payments, and refinancing or repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next twelve months. We expect to spend approximately $45 million for restructuring in fiscal 2026 associated with restructuring actions taken in prior periods that are expected to deliver continued margin improvement and efficiencies.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. At September 30, 2025, we have determined that we will continue to indefinitely reinvest the earnings of some foreign subsidiaries and, therefore, we will continue to account for these undistributed earnings based on our existing accounting

under ASC 740 and not accrue additional tax. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At September 30, 2025, cash and cash equivalents were $1,585.7 million, an increase of $0.9 million, or 0.1%, from $1,584.9 million at September 30, 2024, which included cash and cash equivalents included in current assets held for sale in fiscal year 2024.

Net cash provided by operating activities was $821.6 million for the year ended September 30, 2025 as compared to $827.5 million for the year ended September 30, 2024. The change was primarily attributable to an increase in net income of approximately $176.0 million and cash provided by changes in working capital of $8.3 million, offset by a decrease in adjustments for non-cash items of approximately $190.1 million. The sale of trade receivables to financial institutions included in operating cash flows decreased $38.0 million during the year ended September 30, 2025 compared to the year ended September 30, 2024. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash used in investing activities was $413.2 million for the year ended September 30, 2025, as compared to $210.6 million for the year ended September 30, 2024. The change was primarily attributable to cash payments for business acquisitions, net of cash acquired, of $212.5 million in fiscal year 2025 compared to $18.7 million in fiscal year 2024.

Net cash used in financing activities was $403.7 million for the year ended September 30, 2025, as compared to $295.5 million for the year ended September 30, 2024. The change from the prior year was primarily attributable to $320.1 million in net cash proceeds pursuant to Amendment No. 14 of the Credit Agreement that occurred in the third quarter of fiscal 2024, partially offset by the $191.3 million of net additional borrowings in fiscal year 2025 from the issuance of the 2033 Senior Notes and the redemption of the 2027 Senior Notes. Total borrowings under our Credit Agreement may vary during the period as we regularly draw and repay amounts to fund working capital.

***Working Capital***

Working capital, or current assets less current liabilities, decreased $119.7 million, or 17.6%, to $801.4 million at September 30, 2025 from $681.7 million at September 30, 2024. Net accounts receivable and contract assets, net of contract liabilities, decreased to $3,194.4 million at September 30, 2025 from $3,301.4 million at September 30, 2024.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 74 days at September 30, 2025 compared to 70 days at September 30, 2024.

In Note 4, Revenue Recognition, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Except for claims, substantially all contract assets are expected to be billed and collected within twelve months.

Contract assets related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Award fees in contract assets are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 15 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases in the form of advances) from the customers.

***Debt***

Debt consisted of the following:

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| | (in millions) | |
| Credit Agreement | $ 1,439.9 | $ 1,446.6 |
| 2027 Senior Notes | — | 997.3 |
| 2033 Senior Notes | 1,200.0 | — |
| Other debt | 103.8 | 95.9 |
| Total debt | 2,743.7 | 2,539.8 |
| Less: Current portion of debt and short-term borrowings | (66.3) | (66.9) |
| Less: Unamortized debt issuance costs | (30.2) | (22.6) |
| Long-term debt | $ 2,647.2 | $ 2,450.3 |

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2025:

| Fiscal Year | |
|---|---|
| 2026 | $ 66.3 |
| 2027 | 31.2 |
| 2028 | 22.1 |
| 2029 | 761.3 |
| 2030 | 6.8 |
| Thereafter | 1,856.0 |
| Total | $ 2,743.7 |

*Credit Agreement*

On April 19, 2024, we entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which we obtained a new $1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full our then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full our existing credit facilities and for general corporate purposes. The Credit Agreement permits us to designate certain of our subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, we entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which we reduced the interest rate spread applicable to our New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at our option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025 plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at our option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of our material subsidiaries (the "Guarantors") have guaranteed our obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and the Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on our ability and certain of our subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of our business, consummate mergers, consolidations and the sale of all or substantially all of our respective assets and transact with affiliates. We are also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, we were in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under our New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, we had $1,495.6 million and $1,495.6 million, respectively, available under our New Revolving Credit Facility.

*2027 Senior Notes*

On February 21, 2017, we completed a private placement offering of $1,000,000,000 aggregate principal amount of our unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, we completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, we used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of our tender offer for the 2027 Senior Notes. In August 2025, we redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

*2033 Senior Notes*

On July 22, 2025, we completed an offering of $1,200,000,000 aggregate principal amount of our 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, we may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, we may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, we may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

| | Percentage |
|---|---|
| 2028 | 103.000% |
| 2029 | 101.500% |
| 2030 and thereafter | 100.000% |

The indenture pursuant to which the 2033 Senior Notes were issued contains customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.`

*Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans and unsecured credit facilities. The unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million. As of September 30, 2025, we had $367.4 million available under these unsecured credit facilities.

*Effective Interest Rate*

Our average effective interest rate on our total debt, including the effects of the interest rate swap and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 million, respectively.

*Other Commitments*

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 6, Joint Ventures and Variable Interest Entities, in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our various information technology systems, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time and disposition costs, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital-intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt and Other Items above, as of September 30, 2025, there was approximately $903.8 million including both continuing and discontinued operations, outstanding under standby letters of credit primarily issued in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status of our pension benefit plans, measured as the difference between the fair value of plan assets and the projected benefit obligation. At September 30, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 million. The total amounts of employer contributions paid for the year ended September 30, 2025 were $10.6 million for U.S. plans and $23.7 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In some countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have

collective bargaining agreements with unions that require us to contribute to various third-party multiemployer plans that we do not control or manage. For the year ended September 30, 2025, we contributed $2.7 million to multiemployer pension plans.

***Condensed Combined Financial Information***

The 2027 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by some of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Accordingly, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X, as amended, regarding financial statements of guarantors and issuers of guaranteed securities. Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

The following tables present condensed combined summarized financial information for AECOM and the Subsidiary Guarantors. All intercompany balances and transactions are eliminated in the presentation of the combined financial statements. Amounts provided do not represent our total consolidated amounts as of September 30, 2025 and for the twelve months then ended.

**Condensed Combined Balance Sheets**
**Parent and Subsidiary Guarantors**
**(unaudited - in millions)**

| | September 30, 2025 |
|---|---|
| Current assets | $ 3,367.3 |
| Non-current assets | 3,189.2 |
| Total assets | $ 6,556.5 |
| | |
| Current liabilities | $ 2,853.8 |
| Non-current liabilities | 3,102.8 |
| Total liabilities | 5,956.6 |
| | |
| Total stockholders' equity | 599.9 |
| Total liabilities and stockholders' equity | $ 6,556.5 |

**Condensed Combined Statement of Operations**
**Parent and Subsidiary Guarantors**
**(unaudited - in millions)**

| | For the twelve months ended September 30, 2025 |
|---|---|
| Revenue | $ 9,458.6 |
| Cost of revenue | 9,011.7 |
| Gross profit | 446.9 |
| | |
| Net income from continuing operations | 86.0 |
| Net loss from discontinued operations | — |
| Net income | $ 86.0 |
| | |
| Net income attributable to AECOM | $ 86.0 |

***Commitments and Contingencies***

We record amounts representing our probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. We rely in part on qualified actuaries to assist us in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against us, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Our reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. We do not record gain contingencies until they are realized. In the ordinary course of business, we may not be aware that we or our affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, we may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 million available under these unsecured credit facilities. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities

At September 30, 2025, we were contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, we enter into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

Our investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which we indirectly hold an equity interest and have an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years.

In addition, in connection with the investment activities of AECOM Capital, we provide guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, we were informed of a potential liability as one of the indemnitors on a divested business' surety bonds. We do not have sufficient information to determine the range of potential impacts, however, it is reasonably possible that we may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, we agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

***Contractual Obligations and Commitments***

The following summarizes our contractual obligations and commercial commitments as of September 30, 2025:

| Contractual Obligations and Commitments | Total | Less than One Year | One to Three Years | Three to Five Years | More than Five Years |
|---|---|---|---|---|---|
| | | | (in millions) | | |
| Debt | $ 2,743.7 | $66.3 | $53.3 | $768.1 | $1,856.0 |
| Interest on debt | 975.8 | 163.6 | 332.2 | 256.0 | 224.0 |
| Operating leases | 764.0 | 163.6 | 253.8 | 173.3 | 173.3 |
| Pension funding obligations[1] | 35.8 | 35.8 | — | — | — |
| Total contractual obligations and commitments | $ 4,519.3 | $ 429.3 | $ 639.3 | $ 1,197.4 | $ 2,253.3 |

[1] Represents expected fiscal 2026 contributions to fund our defined benefit pension and other postretirement plans. Contributions beyond one year have not been included as amounts are not determinable.

**New Accounting Pronouncements and Changes in Accounting**

In November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact our financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company's annual periods beginning October 1, 2025, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for us starting October 1, 2028, and we may apply the guidance using a prospective, retrospective, or modified transition approach. We are currently evaluating the impact that the adoption of this new guidance will have on our financial presentation.

**Off-Balance Sheet Arrangements**

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings are recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements. We do not believe that we have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

***Financial Market Risks***

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

***Foreign Exchange Rates***

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

***Interest Rates***

Our Credit Agreement and other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2025 and 2024, we had $1,439.9 million and $1,446.6 million, respectively, in outstanding borrowings under our term credit agreements and revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on specified levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.125% to 1.00% and the applicable margin that is added to borrowings in the Term SOFR rate can range from 1.125% to 2.00%. For the year ended September 30, 2025, our weighted average floating rate borrowings were $1,603.8 million, or $903.8 million excluding borrowings with effective fixed interest rates due to interest rate swap and interest rate cap agreements. If short-term floating interest rates had increased by 1.00%, our interest expense for the year ended September 30, 2025 would have increased by $9.0 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short-term securities that are subject to minimal credit and market risk.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

**AECOM**
**Index to Consolidated Financial Statements**
**September 30, 2025**

Audited Annual Consolidated Financial Statements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## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of AECOM (the Company) as of September 30, 2025 and 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended September 30, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated November 18, 2025 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matter**

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2)involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

***Revenue Recognition - Contract cost and claim recovery estimates***

*Description of the Matter*

For the year ended September 30, 2025, contract revenues recognized by the Company were $16.1 billion. Contract revenues include $4.0 billion which relate to fixed price contracts and $6.0 billion which relate to guaranteed maximum price contracts. As described in Note 4 of the consolidated financial statements, the Company generally recognizes revenues for these contracts over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In addition, the Company's estimate of transaction price includes variable consideration associated with claims only to the extent that a significant reversal would not be probable.

Recognition of revenue and profit over time as performance obligations are satisfied for long-term fixed price and guaranteed maximum price contracts is highly judgmental as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in-process contracts. These estimates are dependent upon a number of factors, including the accuracy of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates.

As of September 30, 2025, the Company has recorded revenue related to claims and reported related contract assets and other non-current assets on the consolidated balance sheet. Revenue recognition relating to claims is highly judgmental as the amount has not been approved by the customer and it requires the Company to prepare estimates of amounts expected to be recovered. Changes in recovery estimates can have a material effect on the amount of revenue recognized.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risk of material misstatement of contract revenue including those associated with cost to complete estimates for long-term fixed price contracts and estimates of amounts expected to be recovered from claims. For example, we tested controls over the Company's review of estimated direct and indirect costs to be incurred and estimates of claim recovery amounts.

To evaluate the Company's determination of estimated costs to complete, we selected a sample of contracts and, among other things, inspected the executed contracts including any significant amendments; conducted interviews with and inspected questionnaires prepared by project personnel; tested key components of the cost to complete estimates, including materials, labor, and subcontractors costs; reviewed support for estimates of project contingencies; compared actual project margins to historical and expected results; and recalculated revenues recognized.

To test revenue recognized relating to claims, we selected a sample of projects and evaluated the estimates made by management by reviewing documentation from management's specialists and legal counsel to support the amount of the claim. We also tested management's estimation process by performing a lookback analysis to evaluate claims settled in the current year compared to management's prior year estimates.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1990.

Dallas, Texas
November 18, 2025

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

**Opinion on Internal Control Over Financial Reporting**

We have audited AECOM's internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, AECOM (the Company) maintained, in all material respects, effective internal control over financial reporting as of September 30, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2025 consolidated financial statements of the Company and our report dated November 18, 2025 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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.

/s/ Ernst & Young LLP

Dallas, Texas
November 18, 2025

**AECOM**

**Consolidated Balance Sheets**
**(in thousands, except share data)**

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| **ASSETS** | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | $ 1,378,582 | $ 1,316,945 |
| Cash in consolidated joint ventures | 207,157 | 263,932 |
| Total cash and cash equivalents | 1,585,739 | 1,580,877 |
| Accounts receivable—net | 2,497,147 | 2,793,307 |
| Contract assets | 1,785,179 | 1,806,458 |
| Prepaid expenses and other current assets | 716,070 | 638,393 |
| Current assets held for sale | — | 77,224 |
| Income taxes receivable | 146,092 | 159,500 |
| TOTAL CURRENT ASSETS | 6,730,227 | 7,055,759 |
| PROPERTY AND EQUIPMENT—NET | 416,164 | 354,377 |
| DEFERRED TAX ASSETS—NET | 295,249 | 326,685 |
| INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES | 138,056 | 138,067 |
| GOODWILL | 3,700,619 | 3,480,155 |
| INTANGIBLE ASSETS—NET | 183,284 | 6,932 |
| OTHER NON-CURRENT ASSETS | 254,218 | 267,528 |
| OPERATING LEASE RIGHT-OF-USE ASSETS | 463,479 | 432,166 |
| NON-CURRENT ASSETS HELD FOR SALE | 18,953 | — |
| TOTAL ASSETS | $ 12,200,249 | $ 12,061,669 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| CURRENT LIABILITIES: | | |
| Short-term debt | $ 4,069 | $ 3,080 |
| Accounts payable | 2,260,609 | 2,560,122 |
| Accrued expenses and other current liabilities | 2,490,480 | 2,385,731 |
| Income taxes payable | 23,536 | 27,418 |
| Contract liabilities | 1,087,905 | 1,298,327 |
| Current liabilities held for sale | — | 35,559 |
| Current portion of long-term debt | 62,217 | 63,844 |
| TOTAL CURRENT LIABILITIES | 5,928,816 | 6,374,081 |
| OTHER LONG-TERM LIABILITIES | 210,870 | 156,406 |
| OPERATING LEASE LIABILITIES, NON-CURRENT | 515,998 | 510,573 |
| DEFERRED TAX LIABILITY-NET | 67,968 | 27,509 |
| PENSION BENEFIT OBLIGATIONS | 133,193 | 172,360 |
| LONG-TERM DEBT | 2,647,220 | 2,450,330 |
| TOTAL LIABILITIES | 9,504,065 | 9,691,259 |
| | | |
| COMMITMENTS AND CONTINGENCIES (Note 18) | | |
| | | |
| AECOM STOCKHOLDERS' EQUITY: | | |
| Common stock—authorized, 300,000,000 shares of $0.01 par value as of September 30, 2025 and 2024; issued and outstanding 131,782,371 and 132,552,407 shares as of September 30, 2025 and 2024, respectively | 1,318 | 1,326 |
| Additional paid-in capital | 4,609,126 | 4,347,197 |
| Accumulated other comprehensive loss | (893,027) | (882,671) |
| Accumulated deficits | (1,224,833) | (1,281,647) |
| TOTAL AECOM STOCKHOLDERS' EQUITY | 2,492,584 | 2,184,205 |
| Noncontrolling interests | 203,600 | 186,205 |
| TOTAL STOCKHOLDERS' EQUITY | 2,696,184 | 2,370,410 |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | $ 12,200,249 | $ 12,061,669 |

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**Consolidated Statements of Operations**
**(in thousands, except per share data)**

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| Revenue | $ 16,139,622 | $ 16,105,498 | $ 14,378,461 |
| Cost of revenue | 14,922,909 | 15,021,157 | 13,432,996 |
| Gross profit | 1,216,713 | 1,084,341 | 945,465 |
| | | | |
| Equity in earnings of joint ventures | 27,013 | 2,124 | (279,352) |
| General and administrative expenses | (157,849) | (160,105) | (153,575) |
| Restructuring and acquisition costs | (59,355) | (98,918) | (188,404) |
| Income from operations | 1,026,522 | 827,442 | 324,134 |
| | | | |
| Other income | 10,457 | 17,570 | 8,357 |
| Interest income | 62,894 | 58,560 | 40,251 |
| Interest expense | (184,304) | (185,420) | (159,342) |
| Income from continuing operations before taxes | 915,569 | 718,152 | 213,400 |
| Income tax expense for continuing operations | 204,018 | 152,900 | 56,052 |
| Net income from continuing operations | 711,551 | 565,252 | 157,348 |
| Net loss from discontinued operations | (75,364) | (104,997) | (57,207) |
| Net income | 636,187 | 460,255 | 100,141 |
| | | | |
| Net income attributable to noncontrolling interests from continuing operations | (73,287) | (59,322) | (43,262) |
| Net income (loss) attributable to noncontrolling interests from discontinued operations | (1,126) | 1,333 | (1,547) |
| Net income attributable to noncontrolling interests | (74,413) | (57,989) | (44,809) |
| | | | |
| Net income attributable to AECOM from continuing operations | 638,264 | 505,930 | 114,086 |
| Net loss attributable to AECOM from discontinued operations | (76,490) | (103,664) | (58,754) |
| Net income attributable to AECOM | $ 561,774 | $ 402,266 | $ 55,332 |
| | | | |
| Net income (loss) attributable to AECOM per share: | | | |
| Basic continuing operations per share | $ 4.82 | $ 3.73 | $ 0.82 |
| Basic discontinued operations per share | $ (0.58) | $ (0.76) | $ (0.42) |
| Basic earnings per share | $ 4.24 | $ 2.97 | $ 0.40 |
| | | | |
| Diluted continuing operations per share | $ 4.79 | $ 3.71 | $ 0.81 |
| Diluted discontinued operations per share | $ (0.58) | $ (0.76) | $ (0.42) |
| Diluted earnings per share | $ 4.21 | $ 2.95 | $ 0.39 |
| | | | |
| Weighted average shares outstanding: | | | |
| Basic | 132,373 | 135,544 | 138,614 |
| Diluted | 133,311 | 136,453 | 140,109 |

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**Consolidated Statements of Comprehensive Income**
**(in thousands)**

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| Net income | $ 636,187 | $ 460,255 | $ 100,141 |
| Other comprehensive (loss) income, net of tax: | | | |
| Net unrealized (loss) gain on derivatives, net of tax | (5,051) | (23,290) | 2,165 |
| Foreign currency translation adjustments | (5,937) | 93,389 | 59,720 |
| Pension adjustments, net of tax | 601 | (25,986) | (8,719) |
| Other comprehensive (loss) income, net of tax | (10,387) | 44,113 | 53,166 |
| Comprehensive income, net of tax | 625,800 | 504,368 | 153,307 |
| Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax | (74,382) | (58,196) | (44,877) |
| Comprehensive income attributable to AECOM, net of tax | $ 551,418 | $ 446,172 | $ 108,430 |

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**Consolidated Statements of Stockholders' Equity**
**(in thousands)**

| | Common Stock | Additional Paid-In Capital | Accumulated Other Comprehensive Loss | Accumulated Deficits | Total AECOM Stockholders' Equity | Non-Controlling Interests | Total Stockholders' Equity |
|---|---|---|---|---|---|---|---|
| BALANCE AT SEPTEMBER 30, 2022 | $ 1,389 | $ 4,156,594 | $ (979,675) | $ (701,654) | $ 2,476,654 | $ 128,725 | $ 2,605,379 |
| Net income | — | — | — | 55,332 | 55,332 | 44,809 | 100,141 |
| Dividends declared | — | — | — | (100,872) | (100,872) | — | (100,872) |
| Other comprehensive loss | — | — | 53,098 | — | 53,098 | 68 | 53,166 |
| Issuance of stock | 19 | 64,964 | — | — | 64,983 | — | 64,983 |
| Repurchases of stock | (46) | (25,917) | — | (356,782) | (382,745) | — | (382,745) |
| Stock-based compensation | — | 45,882 | — | — | 45,882 | — | 45,882 |
| Contributions from noncontrolling interests | — | — | — | — | — | 17,225 | 17,225 |
| Distributions to noncontrolling interests | — | — | — | — | — | (19,448) | (19,448) |
| BALANCE AT SEPTEMBER 30, 2023 | $ 1,362 | $ 4,241,523 | $ (926,577) | $ (1,103,976) | $ 2,212,332 | $ 171,379 | $ 2,383,711 |
| Net income | — | — | — | 402,266 | 402,266 | 57,989 | 460,255 |
| Dividends declared | — | — | — | (120,454) | (120,454) | — | (120,454) |
| Other comprehensive loss | — | — | 43,906 | — | 43,906 | 207 | 44,113 |
| Issuance of stock | 16 | 65,369 | — | — | 65,385 | — | 65,385 |
| Repurchases of stock | (52) | (21,215) | — | (459,483) | (480,750) | — | (480,750) |
| Stock-based compensation | — | 61,520 | — | — | 61,520 | — | 61,520 |
| Contributions from noncontrolling interests | — | — | — | — | — | 13,508 | 13,508 |
| Distributions to noncontrolling interests | — | — | — | — | — | (56,878) | (56,878) |
| BALANCE AT SEPTEMBER 30, 2024 | $ 1,326 | $ 4,347,197 | $ (882,671) | $ (1,281,647) | $ 2,184,205 | $ 186,205 | $ 2,370,410 |
| Net income | — | — | — | 561,774 | 561,774 | 74,413 | 636,187 |
| Dividends declared | — | — | — | (139,303) | (139,303) | — | (139,303) |
| Other comprehensive loss | — | — | (10,356) | — | (10,356) | (31) | (10,387) |
| Issuance of stock | 25 | 218,988 | — | — | 219,013 | — | 219,013 |
| Repurchases of stock | (33) | (18,498) | — | (365,657) | (384,188) | — | (384,188) |
| Stock-based compensation | — | 61,439 | — | — | 61,439 | — | 61,439 |
| Effect of deconsolidation of a joint venture | — | — | — | — | — | (13,768) | (13,768) |
| Contributions from noncontrolling interests | — | — | — | — | — | 2,450 | 2,450 |
| Distributions to noncontrolling interests | — | — | — | — | — | (45,669) | (45,669) |
| BALANCE AT SEPTEMBER 30, 2025 | $ 1,318 | $ 4,609,126 | $ (893,027) | $ (1,224,833) | $ 2,492,584 | $ 203,600 | $ 2,696,184 |

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**Consolidated Statements of Cash Flows**
**(in thousands)**

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Net income | $ 636,187 | $ 460,255 | $ 100,141 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Depreciation and amortization | 175,917 | 178,812 | 175,725 |
| Equity in (earnings) losses of unconsolidated joint ventures | (16,861) | 1,276 | 282,291 |
| Distribution of earnings from unconsolidated joint ventures | 59,498 | 24,254 | 41,178 |
| Non-cash stock compensation | 61,439 | 61,520 | 45,882 |
| Impairment of long-lived assets | — | — | 86,199 |
| Loss on sale of discontinued operations | — | 90,412 | 43,222 |
| Prepayment premium on redemption of unsecured senior notes | 9,064 | — | — |
| Foreign currency translation | 2,316 | 15,468 | 969 |
| Deferred income tax expense (benefit) | 35,415 | 150,894 | (135,878) |
| Other | 916 | (4,854) | 6,388 |
| Changes in operating assets and liabilities: | | | |
| Accounts receivable and contract assets | 334,419 | (500,798) | (402,498) |
| Prepaid expenses and other assets | (82,707) | (207,359) | 131,903 |
| Accounts payable | (333,564) | 391,176 | 169,514 |
| Accrued expenses and other current liabilities | 145,198 | 91,983 | 97,239 |
| Contract liabilities | (210,549) | 109,390 | 137,484 |
| Other long-term liabilities | 4,914 | (34,939) | (83,779) |
| Net cash provided by operating activities | $ 821,602 | $ 827,490 | $ 695,980 |
| | | | |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | | |
| Payments for business acquisitions, net of cash acquired | $ (212,529) | $ (18,658) | $ — |
| Cash outflow from deconsolidation of a joint venture | (45,352) | — | — |
| Investment in unconsolidated joint ventures | (55,617) | (55,058) | (59,772) |
| Return of investment in unconsolidated joint ventures | 30,995 | — | 20,874 |
| Proceeds from sale of investments | — | 3,180 | 5,977 |
| Other investing activities | 5,665 | (21,000) | — |
| Proceeds from disposal of property and equipment | 292 | 494 | 344 |
| Payments for capital expenditures | (136,675) | (119,597) | (105,600) |
| Net cash used in by investing activities | $ (413,221) | $ (210,639) | $ (138,177) |
| | | | |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | | |
| Proceeds from borrowings under credit agreements | $ 2,212,924 | $ 6,169,266 | $ 3,506,668 |
| Repayments of borrowings under credit agreements | (2,259,380) | (5,878,475) | (3,552,639) |
| Issuance of unsecured senior notes | 1,188,600 | — | — |
| Redemption of unsecured senior notes | (997,293) | — | — |
| Prepayment premium on redemption of unsecured senior notes | (9,064) | — | — |
| Cash paid for debt issuance costs | (3,889) | (16,573) | — |
| Dividends paid | (133,572) | (115,244) | (96,192) |
| Proceeds from issuance of common stock | 40,084 | 34,556 | 32,897 |
| Proceeds from exercise of stock options | 2,056 | 2,056 | 6,168 |
| Payments to repurchase common stock | (388,380) | (478,501) | (379,284) |
| Net distributions to noncontrolling interests | (53,380) | (16,177) | (2,223) |
| Other financing activities | (2,376) | 3,632 | 11,670 |
| Net cash used in financing activities | $ (403,670) | $ (295,460) | $ (472,935) |
| | | | |
| EFFECT OF EXCHANGE RATE CHANGES ON CASH | (3,834) | 1,319 | 512 |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 877 | 322,710 | 85,380 |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 1,584,862 | 1,262,152 | 1,176,772 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | 1,585,739 | 1,584,862 | 1,262,152 |
| LESS: CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE | $ — | $ (3,985) | $ (1,946) |
| CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF YEAR | $ 1,585,739 | $ 1,580,877 | $ 1,260,206 |
| SUPPLEMENTAL CASH FLOW INFORMATION: | | | |
| Interest paid | $ (166,868) | $ (177,450) | $ (153,975) |
| Net income taxes paid | $ (91,968) | $ (139,972) | $ (78,448) |

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## 1. Significant Accounting Policies

***Organization***— AECOM and its consolidated subsidiaries provide planning, consulting, advisory, architectural and engineering design services, construction management and program management to public and private clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.

***Fiscal Year***—The Company reports its annual results of operations based on 52-or 53- week periods ending on the Friday nearest September 30. Certain prior period amounts in the consolidated financial statements and accompanying notes have been reclassified to conform with the current period's presentation.

***Use of Estimates***—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make 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 period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long-term contracts and self-insurance accruals. Actual results could differ from those estimates.

***Principles of Consolidation and Presentation***—The consolidated financial statements include the accounts of all majority-owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

***Government Contract Matters***—The Company's federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of the Company's federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines the Company has not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

***Cash and Cash Equivalents***—The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

***Allowance for Doubtful Accounts***—The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- Client credit worthiness; and
- General economic conditions.

***Derivative Financial Instruments***—The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

***Fair Value of Financial Instruments***—The Company determines the fair values of its financial instruments, including short-term investments, debt instruments and derivative instruments, and pension and post-retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

***Property and Equipment***—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from ten to forty-five years for buildings, three to ten years for furniture and fixtures and three to twelve years for computer systems and equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

***Long-Lived Assets***—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may not be recoverable. The carrying amount of an asset to be held and used is not recoverable if it exceeds the sum of the undiscounted cash flows expected from the use and eventual disposition of the asset. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

***Goodwill and Acquired Intangible Assets***—Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog, customer relationships and intellectual property. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

The Company tests goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year and between annual tests, if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an

operating segment. The Company's impairment tests are performed at the operating segment level as they represent the Company's reporting units.

Goodwill is evaluated for impairment either by assessing qualitative factors or by performing a quantitative assessment. Qualitative factors, such as overall financial performance, industry or market considerations, or other relevant events, are assessed to determine if it is more likely than not that the fair value of the reporting units is less than their carrying amounts. During a quantitative impairment test, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit. The impairment evaluation process includes, among other things, making assumptions about variable such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment. See also Note 3.

***Pension Plans***—The Company has certain defined benefit pension plans. The Company calculates the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five-year period. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the fair market related value of plan assets are subject to amortization.

***Insurance Reserves***—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

***Foreign Currency Translation***—The Company's functional currency is generally the U.S. dollar, except for foreign operations where the functional currency is generally the local currency. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed.

***Noncontrolling Interests***—Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

***Income Taxes***—The Company files a consolidated U.S. federal corporate income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

On December 22, 2017, the United States enacted the Tax Cuts and Jobs Act, which significantly changed U.S. tax law and included a provision to tax global intangible low-taxed income (GILTI) of foreign subsidiaries. The Company recognizes taxes due under the GILTI provision as a current period expense.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on its assessment, the Company does not expect the legislation to have a material impact on its consolidated financial statements.

**2. New Accounting Pronouncements and Changes in Accounting**

In November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact the Company's financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company’s annual periods beginning October 1, 2025, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for the Company starting October 1, 2028, and the Company may apply the guidance using a prospective, retrospective, or modified transition approach. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

**3. Discontinued Operations, Goodwill and Intangible Assets**

In the first quarter of fiscal 2020, management approved a plan to dispose of via sale the Company’s self-perform at-risk construction businesses. These businesses include the Company’s civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company’s Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that would have a major effect on the Company’s operations and financial results and qualified for presentation as discontinued operations in accordance with FASB ASC 205-20. Accordingly, the financial results of the self-perform at-risk construction businesses are presented in the Consolidated Statement of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented.

The Company completed the sale of its power and oil and gas construction businesses in fiscal 2021 and fiscal 2022, respectively. The Company completed the sale of its civil infrastructure construction business to affiliates of Oroco Capital in the second quarter of fiscal 2021. In the second quarter of fiscal 2024, the Company recorded a $103.1 million loss related to a revised estimate of its contingent consideration receivable recognized in its civil infrastructure construction business.

During the third quarter of fiscal 2024, the Company resolved contingencies related to the sale of its civil infrastructure construction business and received equity in the counterparty, and the Company recorded a $12.7 million gain based on the fair value of the equity received. Concurrently, the Company participated as a member of a lending group in a revolving credit facility for the counterparty, committing to fund $30 million that matures in May 2029. At September 30, 2025, the counterparty had $15.4 million outstanding under the credit facility, and all cash flows were classified as other investing activities.

During the second quarter of fiscal 2025, the Company and its joint venture counterparty amended the joint venture agreement for a business classified as held for sale. In connection with the amendment and consistent with ASC 810, *Consolidation*, the Company reconsidered whether it remained the primary beneficiary under the variable interest model and concluded it was no longer the primary beneficiary. As such, the Company deconsolidated the joint venture as of the amendment date. The Company continues to present its retained noncontrolling interest as held for sale and equity in earnings from the joint venture are reported in net loss from discontinued operations. No gain or loss was recognized in the deconsolidation of the joint venture during the second quarter of fiscal 2025.

***Department of Energy Deactivation, Demolition, and Removal Project***

A former affiliate of the Company, Amentum Environment & Energy, Inc., f/k/a AECOM Energy and Construction, Inc. (“Former Affiliate”), executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to $106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from $106 million to $146 million, and required the Former Affiliate to pay all project costs exceeding $146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of $103 million, including additional fees on changed work scope (the “2014 Claims”). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional $60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the “2019 Claims”). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 Claims and the 2019 Claims that may entitle the Former Affiliate to recovery of $148.5 million to $329.4 million. On December 30, 2019, the DOE denied the Former Affiliate’s 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate’s 2019 Claims. The Company filed an appeal of these decisions on December 20, 2020 in the Court of Federal Claims. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate who worked on the DOE project, to Maverick Purchaser Sub LLC (“MS Purchaser”), an affiliate of American Securities LLC and Lindsay Goldberg LLC. The Company and the MS Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the MS Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

Fact discovery has concluded and expert discovery will proceed once the stay due to the government shutdown is lifted, expected in fiscal year 2026. The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 Claims and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company’s results of operations.

***Refinery Turnaround Project***

A former affiliate of the Company, which was sold in a series of transactions to effectuate the sale of the self-perform at-risk construction businesses, entered into an agreement to perform turnaround maintenance services in Montana in December 2017. The former affiliate performed additional work outside of the original contract and became entitled to payment from the refinery owner. As part of the sale of the former affiliate, the refinery turnaround project, including related claims, were retained by the Company. The former affiliate's claims against the refinery owner and the refinery owner's crossclaims against the Company's former affiliate moved to federal court. A jury trial was completed on

February 1, 2025, resulting in a favorable verdict for the Company. As a result of unfavorable court orders on post-trial motions during the third quarter of fiscal 2025, including pre-judgment interest and prompt payment interest, and issuance of the associated judgment, the Company recorded a $53.0 million loss from the reduction in the expected future net cash proceeds the Company would receive as a result of the trial verdict. The Company has appealed the judgment. The loss is reported in discontinued operations as the project was completed prior to the sale of the former affiliate.

The following table represents summarized balance sheet information of assets and liabilities held for sale (in millions):

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| Cash and cash equivalents | $ — | $ 4.0 |
| Receivables and contract assets | — | 73.2 |
| Current assets held for sale | $ — | $ 77.2 |
| | | |
| Investment in unconsolidated joint venture | $ 18.9 | $ — |
| Property and equipment, net | $ — | $ 16.7 |
| Other | 0.1 | 1.2 |
| Write-down of assets to fair value less cost to sell | — | (17.9) |
| Non-current assets held for sale | $ 19.0 | $ — |
| | | |
| Accounts payable and accrued expenses | $ — | $ 35.6 |
| Current liabilities held for sale | $ — | $ 35.6 |
| Long-term liabilities held for sale | $ — | $ — |

The following table represents summarized income statement information of discontinued operations (in millions):

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| Revenue | $ 97.6 | $ 178.2 | $ 212.8 |
| Cost of revenue | 101.4 | 181.1 | 223.2 |
| Gross loss | (3.8) | (2.9) | (10.4) |
| Equity in losses of joint ventures | (10.1) | (3.4) | (2.9) |
| Loss on disposal activities | (83.8) | (97.1) | (50.6) |
| Transaction costs | — | (0.2) | (0.2) |
| Loss from operations | (97.7) | (103.6) | (64.1) |
| Other expense | (0.3) | (1.5) | (1.0) |
| Loss before taxes | (98.0) | (105.1) | (65.1) |
| Income tax benefit | (22.6) | (0.1) | (7.9) |
| Net loss from discontinued operations | $ (75.4) | $ (105.0) | $ (57.2) |

The significant components included in the Consolidated Statement of Cash Flows for the discontinued operations are as follows (in millions):

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| Payments for capital expenditures | $ — | $ (2.5) | $ (6.2) |
| Noncash increase in noncurrent assets held for sale due to deconsolidation of a joint venture | $ 41.6 | $ — | $ — |
| Noncash decrease in noncontrolling interest due to deconsolidation of a joint venture | $ (13.8) | $ — | $ — |

The Company also recorded a $12.7 million non-cash gain in discontinued operations in fiscal 2024.

The Company completed two business acquisitions during the year ended September 30, 2025 for total consideration of $375.9 million, which included stock consideration of $146.4 million. Neither of these two acquisitions met the quantitative thresholds to require separate disclosure. The Company acquired these businesses to expand its competitive advantage and compound strengths to achieve its long-term profitability targets. The Company preliminarily estimates the amount of identifiable assets acquired based on the facts and circumstances available at the time of acquisition. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than 12 months from the date of acquisition. The initial accounting for these acquisitions is not complete as of September 30, 2025 as the Company continues to assess the value of the acquired intellectual property intangible asset.

The changes in the carrying value of goodwill by reportable segment for the year ended September 30, 2025 were as follows:

| | September 30, 2024 | Foreign Exchange Impact | Acquired | September 30, 2025 |
|---|---|---|---|---|
| | (in millions) | | | |
| Americas | $ 2,625.7 | $ (5.4) | $ 150.1 | $ 2,770.4 |
| International | 854.5 | 0.4 | 75.3 | 930.2 |
| Total | $ 3,480.2 | $ (5.0) | $ 225.4 | $ 3,700.6 |

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2025 and 2024, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

| | September 30, 2025 | | | September 30, 2024 | | | |
|---|---|---|---|---|---|---|---|
| | Gross Amount | Accumulated Amortization | Intangible Assets, Net | Gross Amount | Accumulated Amortization | Intangible Assets, Net | Amortization Period |
| | (in millions) | | | | | | (years) |
| Backlog and Customer relationships | $ 7.4 | $ (2.5) | $ 4.9 | $ 671.7 | $ (664.8) | $ 6.9 | 1 - 11 |
| Intellectual property | 178.4 | — | 178.4 | — | — | — | 5 |
| Total | $ 185.8 | $ (2.5) | $ 183.3 | $ 671.7 | $ (664.8) | $ 6.9 | |

Amortization expense of acquired intangible assets included within cost of revenue was $1.5 million and $18.8 million for the years ended September 30, 2025 and 2024, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

| Fiscal Year | (in millions) |
|---|---|
| 2026 | $ 37.2 |
| 2027 | 37.2 |
| 2028 | 37.2 |
| 2029 | 36.0 |
| 2030 | 35.7 |
| Total | $ 183.3 |

## 4. Revenue Recognition

The Company follows accounting principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred, which it believes to be the best measure of progress towards completion of the performance obligation. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These pass-through revenues for the years ended September 30, 2025, 2024 and 2023 were $8.6 billion, $8.9 billion and $7.7 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly. Costs attributable to claims are treated as costs of contract performance as incurred.

The following summarizes the Company's major contract types:

*Cost Reimbursable Contracts*

Cost reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

*Guaranteed Maximum Price Contracts (GMP)*

GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could be the Company's responsibility. For many of the Company's GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

*Fixed-Price Contracts*

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, the Company performs all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis as the Company believes this is the best measure of progress towards completion.

*Disaggregated Revenue*

The following tables present the Company's revenues disaggregated by revenue sources:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Cost reimbursable | $ 6,196.1 | $ 6,361.4 | $ 6,128.8 |
| Guaranteed maximum price | 5,960.7 | 6,030.0 | 4,887.7 |
| Fixed price | 3,982.8 | 3,714.1 | 3,362.0 |
| Total revenue | $ 16,139.6 | $ 16,105.5 | $ 14,378.5 |

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Americas | $ 12,526.4 | $ 12,487.0 | $ 10,976.4 |
| Europe, Middle East, India, Africa | 2,153.3 | 2,141.5 | 1,937.3 |
| Asia-Australia-Pacific | 1,459.9 | 1,477.0 | 1,464.8 |
| Total revenue | $ 16,139.6 | $ 16,105.5 | $ 14,378.5 |

*Remaining Unsatisfied Performance Obligations*

As of September 30, 2025, the Company had allocated $19.7 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 57% is expected to be satisfied within the next twelve months. The majority of remaining performance obligation after the first 12 months are expected to be recognized over a two-year period.

Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy. The Company recognized revenue of $918.9 million and $801.0 million during the years ended September 30, 2025 and 2024, respectively, that was included in contract liabilities as of September 30, 2024 and 2023, respectively.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivables represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date.

Net accounts receivable consisted of the following:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| | (in millions) | |
| Billed | $ 1,934.3 | $ 2,184.9 |
| Contract retentions | 647.6 | 696.3 |
| Total accounts receivable—gross | 2,581.9 | 2,881.2 |
| Allowance for doubtful accounts and credit losses | (84.8) | (87.9) |
| Total accounts receivable—net | $ 2,497.1 | $ 2,793.3 |

Substantially all contract assets as of September 30, 2025 and September 30, 2024 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately $400 million and $180 million as of September 30, 2025 and 2024, respectively. The asset related to the Deactivation, Demolition, and Removal Project retained from the MS Purchaser as defined and and discussed in Note 3 is presented in other non-current assets from continuing operations in the Consolidated Balance Sheet. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client but nonetheless represent an unconditional right to cash.

The Company considers a broad range of information to estimate expected credit losses including the related ages of past due balances, projections of credit losses based on historical trends, and collection history and credit quality of its clients. Negative macroeconomic trends or delays in payment of outstanding receivables could result in an increase in the estimated credit losses.

No single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2025 and 2024.

The Company sold trade receivables to financial institutions, of which $268.2 million and $319.5 million were outstanding as of September 30, 2025 and 2024, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

## 5. Property and Equipment

Property and equipment, at cost, consists of the following:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | Useful Lives (years) |
| | (in millions) | | |
| Building and land | $ 10.5 | $ 10.1 | 10 - 45 |
| Leasehold improvements | 275.0 | 299.3 | 1 - 20 |
| Computer systems and equipment | 770.4 | 659.6 | 3 - 12 |
| Furniture and fixtures | 85.7 | 92.2 | 3 - 10 |
| Total | 1,141.6 | 1,061.2 | |
| Accumulated depreciation and amortization | (725.4) | (706.8) | |
| Property and equipment, net | $ 416.2 | $ 354.4 | |

Depreciation expense for the fiscal years ended September 30, 2025, 2024 and 2023 was $166.3 million, $152.3 million, and $152.3 million, respectively. Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

## 6. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management, operations and maintenance services, and invest in real estate projects. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass-through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or

- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is further discussed in Note 18.

Summary of financial information of the consolidated joint ventures was as follows:

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| | (in millions) | |
| Current assets | $ 699.0 | $ 836.9 |
| Non-current assets | 84.4 | 83.1 |
| Total assets | $ 783.4 | $ 920.0 |
| | | |
| Current liabilities | $ 591.4 | $ 763.6 |
| Non-current liabilities | 5.7 | 1.5 |
| Total liabilities | 597.1 | 765.1 |
| Total AECOM deficit | (15.9) | (17.2) |
| Noncontrolling interests | 202.2 | 172.1 |
| Total owners' equity | 186.3 | 154.9 |
| Total liabilities and owners' equity | $ 783.4 | $ 920.0 |

Total revenue of the consolidated joint ventures was $1,698.4 million, $2,242.8 million, and $1,984.3 million for the years ended September 30, 2025, 2024 and 2023, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of unaudited financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, was as follows:

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| | (in millions) | |
| Current assets | $ 1,537.7 | $ 1,379.0 |
| Non-current assets | 708.0 | 799.9 |
| Total assets | $ 2,245.7 | $ 2,178.9 |
| | | |
| Current liabilities | $ 1,107.8 | $ 976.3 |
| Non-current liabilities | 92.4 | 114.8 |
| Total liabilities | 1,200.2 | 1,091.1 |
| Joint ventures' equity | 1,045.5 | 1,087.8 |
| Total liabilities and joint ventures' equity | $ 2,245.7 | $ 2,178.9 |
| | | |
| AECOM's investment in joint ventures | $ 138.1 | $ 138.1 |

| | Twelve Months Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| | (in millions) | |
| Revenue | $ 2,887.6 | $ 2,145.8 |
| Cost of revenue | 2,822.5 | 1,972.1 |
| Gross profit | $ 65.1 | $ 173.7 |
| Net income | $ 67.1 | $ 168.6 |

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Pass-through joint ventures | $ 27.6 | $ 29.0 | $ 24.5 |
| Other joint ventures | (0.6) | (26.9) | (303.9) |
| Total | $ 27.0 | $ 2.1 | $ (279.4) |

The Company completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. The team will continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their current obligations. During the third quarter of fiscal 2023, the Company identified indicators of impairment in the equity method investments held in its AECOM Capital segment. Specifically, the Company identified evidence that the carrying value of certain of the investments in its real estate portfolio were in excess of their fair values. The Company concluded it no longer had the intent to retain certain of these investments for a period of time sufficient to allow for an anticipated recovery in market value. In the third quarter of fiscal 2023, the Company recorded an impairment loss of $307.0 million to reduce the carrying value of these investments to their estimated fair values. During the first quarter of fiscal 2024, the Company recorded an additional impairment loss of $35.9 million. These impairments do not relate to investments in respect of which affiliates of AECOM Capital provide advisory services or manage third party capital. AECOM Capital will continue to manage existing investment vehicles and investments in a manner consistent with their current obligations. Fair value was determined using Level 3 inputs such as forecasted cash flows and comparable sales prices.

## 7. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U.S. defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Change in benefit obligation: | | | | | | |
| Benefit obligation at beginning of year | $ 186.9 | $ 860.4 | $ 181.2 | $ 756.2 | $ 198.1 | $ 791.2 |
| Service cost | — | 0.2 | — | 0.2 | — | 0.3 |
| Participant contributions | 0.1 | 0.2 | 0.1 | 0.3 | 0.1 | 0.2 |
| Interest cost | 7.9 | 40.1 | 9.7 | 43.7 | 9.8 | 47.7 |
| Benefits and expenses paid | (17.1) | (46.2) | (17.6) | (47.7) | (17.2) | (42.2) |
| Actuarial loss (gain) | (0.2) | (69.8) | 13.5 | 37.0 | (8.8) | (112.5) |
| Plan settlements | (0.7) | — | — | (3.2) | (1.5) | (1.5) |
| Transfers in | — | — | — | — | 0.7 | — |
| Foreign currency translation loss | — | 4.4 | — | 73.9 | — | 73.0 |
| Benefit obligation at end of year | $ 176.9 | $ 789.3 | $ 186.9 | $ 860.4 | $ 181.2 | $ 756.2 |

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Change in plan assets | | | | | | |
| Fair value of plan assets at beginning of year | $ 109.0 | $ 804.3 | $ 98.8 | $ 673.3 | $ 101.4 | $ 683.5 |
| Actual return on plan assets | 3.0 | (15.1) | 15.8 | 89.0 | 7.8 | (54.2) |
| Employer contributions | 10.6 | 23.7 | 11.9 | 25.1 | 8.2 | 24.8 |
| Participant contributions | 0.1 | 0.2 | 0.1 | 0.3 | 0.1 | 0.2 |
| Benefits and expenses paid | (17.1) | (46.2) | (17.6) | (47.7) | (17.2) | (42.2) |
| Plan settlements | (0.7) | — | — | (3.2) | (1.5) | (1.5) |
| Foreign currency translation gain | — | 5.0 | — | 67.5 | — | 62.7 |
| Fair value of plan assets at end of year | $ 104.9 | $ 771.9 | $ 109.0 | $ 804.3 | $ 98.8 | $ 673.3 |

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Reconciliation of funded status: | | | | | | |
| Funded status at end of year | $ (72.0) | $ (17.4) | $ (77.9) | $ (56.1) | $ (82.4) | $ (82.9) |
| Contribution made after measurement date | N/A | N/A | N/A | N/A | N/A | N/A |
| Net amount recognized at end of year | $ (72.0) | $ (17.4) | $ (77.9) | $ (56.1) | $ (82.4) | $ (82.9) |

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2025, 2024 and 2023:

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Amounts recognized in the consolidated balance sheets: | | | | | | |
| Other non-current assets | $ — | $ 52.3 | $ — | $ 46.6 | $ — | $ 38.7 |
| Accrued expenses and other current liabilities | (8.5) | — | (8.3) | — | (8.4) | — |
| Pension benefit obligations | (63.5) | (69.7) | (69.6) | (102.7) | (74.0) | (121.6) |
| Net amount recognized in the balance sheet | $ (72.0) | $ (17.4) | $ (77.9) | $ (56.1) | $ (82.4) | $ (82.9) |

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2025, 2024 and 2023:

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Reconciliation of amounts in consolidated statements of stockholders' equity: | | | | | | |
| Prior service cost | $ (0.1) | $ (1.2) | $ (0.1) | $ (1.3) | $ (0.1) | $ (1.2) |
| Net loss | (75.4) | (235.5) | (77.6) | (234.9) | (77.5) | (207.1) |
| Total recognized in accumulated other comprehensive loss | $ (75.5) | $ (236.7) | $ (77.7) | $ (236.2) | $ (77.6) | $ (208.3) |

The components of net periodic benefit cost other than the service cost component are included in other income in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for fiscal years ended September 30, 2025, 2024 and 2023:

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Components of net periodic benefit cost: | | | | | | |
| Service costs | $ — | $ 0.2 | $ — | $ 0.2 | $ — | $ 0.3 |
| Interest cost on projected benefit obligation | 7.9 | 40.1 | 9.7 | 43.7 | 9.8 | 47.7 |
| Expected return on plan assets | (4.8) | (52.2) | (5.5) | (57.4) | (5.8) | (60.8) |
| Amortization of prior service costs | — | 0.1 | — | 0.1 | — | 0.1 |
| Amortization of net loss (gain) | 3.7 | (1.3) | 3.1 | (2.3) | 3.5 | (0.6) |
| Settlement loss (gain) recognized | 0.1 | — | — | 0.1 | (0.1) | 0.2 |
| Net periodic benefit cost (credit) | $ 6.9 | $ (13.1) | $ 7.3 | $ (15.6) | $ 7.4 | $ (13.1) |

The amount of applicable deferred income taxes included in other comprehensive income arising from a change in net prior service cost and net gain/loss was $1.1 million, $2.1 million, and $3.1 million in the years ended September 30, 2025, 2024 and 2023, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2025 that are expected to be recognized as components of net periodic benefit cost during fiscal 2026 are (in millions):

| | U.S. | Int'l |
|---|---|---|
| Amortization of prior service cost | $ — | $ (0.1) |
| Amortization of net actuarial (losses) gain | (3.8) | 0.6 |
| Total | $ (3.8) | $ 0.5 |

The table below provides additional year-end information for pension plans with accumulated benefit obligations in excess of plan assets.

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Projected benefit obligation | $ 165.8 | $ 395.6 | $ 175.1 | $ 649.8 | $ 168.8 | $ 628.1 |
| Accumulated benefit obligation | $ 165.8 | $ 395.6 | $ 175.1 | $ 649.8 | $ 168.8 | $ 628.1 |
| Fair value of plan assets | $ 104.9 | $ 325.9 | $ 109.0 | $ 547.1 | $ 98.8 | $ 506.5 |

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute $25.0 million to the international plans in fiscal 2026. The required minimum contributions for U.S. plans are not significant. In addition, the Company may make discretionary contributions. The Company currently intends to contribute $10.8 million to U.S. plans in fiscal 2026.

The table below provides the expected future benefit payments, in millions:

| Year Ending September 30, | U.S. | Int'l |
|---|---|---|
| 2026 | $ 26.8 | $ 52.2 |
| 2027 | 18.3 | 51.3 |
| 2028 | 17.6 | 52.9 |
| 2029 | 16.6 | 54.8 |
| 2030 | 15.7 | 56.0 |
| 2031-2035 | 66.0 | 297.5 |
| Total | $ 161.0 | $ 564.7 |

The underlying assumptions for the pension plans are as follows:

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| | (in millions) | | | | | |
| Weighted-average assumptions to determine benefit obligation: | | | | | | |
| Discount rate | 5.01 % | 5.83 % | 4.73 % | 5.04 % | 5.76 % | 5.65 % |
| Salary increase rate | N/A | 2.81 % | N/A | 2.91 % | N/A | 3.06 % |
| Weighted-average assumptions to determine net periodic benefit cost: | | | | | | |
| Discount rate | 4.73 % | 5.04 % | 5.76 % | 5.65 % | 5.40 % | 5.27 % |
| Salary increase rate | N/A | 2.91 % | N/A | 3.06 % | N/A | 3.48 % |
| Expected long-term rate of return on plan assets | 6.25 % | 5.51 % | 6.90 % | 5.74 % | 7.00 % | 6.04 % |

Pension costs are determined using the assumptions as of the beginning of the plan year. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2025 and pension plan asset allocation, both U.S. and International, as of September 30, 2025 and 2024:

| | Target Allocations | | Percentage of Plan Assets as of September 30, | | | |
|---|---|---|---|---|---|---|
| | | | 2025 | | 2024 | |
| | U.S. | Int'l | U.S. | Int'l | U.S. | Int'l |
| Asset Category: | | | | | | |
| Equities | 18 % | 25 % | 19 % | 24 % | 24 % | 25 % |
| Debt | 78 | 65 | 74 | 64 | 67 | 64 |
| Cash | — | 3 | 2 | 2 | 4 | 2 |
| Diversified and other | 4 | 7 | 5 | 10 | 5 | 9 |
| Total | 100 % | 100 % | 100 % | 100 % | 100 % | 100 % |

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 6.25% and 5.51% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2025 for U.S. and non-U.S. plans, respectively.

As of September 30, 2025, the fair values of the Company's pension plan assets by major asset categories were as follows:

| | | Fair Value Measurement as of September 30, 2025 | | | |
|---|---|---|---|---|---|
| | Total Carrying Value as of September 30, 2025 | Quoted Prices in Active Markets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Investments measured at NAV |
| | | | (in millions) | | |
| Cash and cash equivalents | $ 20.5 | $ 20.5 | $ — | $ — | $ — |
| Debt securities | 361.4 | 361.4 | — | — | — |
| Investment funds: | | | | | |
| Diversified and equity funds | 272.5 | 71.5 | 14.1 | — | 186.9 |
| Fixed income funds | 220.5 | 22.7 | 4.4 | — | 193.4 |
| Absolute return fund | 5.1 | — | — | — | 5.1 |
| Derivative instruments and other | (3.2) | 9.9 | (13.1) | — | — |
| Total | $ 876.8 | $ 486.0 | $ 5.4 | $ — | $ 385.4 |

As of September 30, 2024, the fair values of the Company's pension plan assets by major asset categories were as follows:

| | | Fair Value Measurement as of September 30, 2024 | | | |
|---|---|---|---|---|---|
| | Total Carrying Value as of September 30, 2024 | Quoted Prices in Active Markets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Investments measured at NAV |
| | | | (in millions) | | |
| Cash and cash equivalents | $ 22.1 | $ 22.1 | $ — | $ — | $ — |
| Debt securities | 391.5 | 391.5 | — | — | — |
| Investment funds: | | | | | |
| Diversified and equity funds | 286.7 | 48.5 | 13.5 | — | 224.7 |
| Fixed income funds | 213.9 | 17.3 | 4.1 | — | 192.5 |
| Absolute return fund | 5.9 | — | — | — | 5.9 |
| Derivative instruments and other | (6.8) | 8.2 | (15.0) | — | — |
| Total | $ 913.3 | $ 487.6 | $ 2.6 | $ — | $ 423.1 |

Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

For investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds, not traded on an active exchange, categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Common collective investment funds are valued based on net asset value (NAV) per share or unit as a practical expedient as reported by the fund manager, multiplied by the number of shares or units held as of the measurement date. Accordingly, these NAV-based investments have been excluded from the fair value hierarchy. These collective investment funds have redemption notice periods and are redeemable at the NAV, less transaction fees. There are no significant unfunded commitments related to these investments.

**Multiemployer Pension Plans**

The Company participates in construction-industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were $2.7 million and $2.5 million for the years ended September 30, 2025 and 2024, respectively. At September 30, 2025 and 2024, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

## 8. Debt

Debt consisted of the following:

| | September 30, 2025 | September 30, 2024 |
|---|---|---|
| | (in millions) | |
| Credit Agreement | $ 1,439.9 | $ 1,446.6 |
| 2027 Senior Notes | — | 997.3 |
| 2033 Senior Notes | 1,200.0 | — |
| Other debt | 103.8 | 95.9 |
| Total debt | 2,743.7 | 2,539.8 |
| Less: Current portion of debt and short-term borrowings | (66.3) | (66.9) |
| Less: Unamortized debt issuance costs | (30.2) | (22.6) |
| Long-term debt | $ 2,647.2 | $ 2,450.3 |

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2025:

| Fiscal Year | |
|---|---|
| 2026 | $ 66.3 |
| 2027 | 31.2 |
| 2028 | 22.1 |
| 2029 | 761.3 |
| 2030 | 6.8 |
| Thereafter | 1,856.0 |
| Total | $ 2,743.7 |

*Credit Agreement*

On April 19, 2024, the Company entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which the Company obtained a new $$1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full the Company's then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full the Company's existing credit facilities and for general corporate purposes. The Credit Agreement permits the Company to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, the Company entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which the Company reduced the interest rate spread applicable to its New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at the Company's option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025, plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at the Company's option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of the Company's material subsidiaries (the "Guarantors") have guaranteed the Company's obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the Company's assets and its Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on the ability of the Company and certain of its subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets and transact with affiliates. The Company is also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, the Company was in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under the Company's New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, the Company had $1,495.6 million and $1,495.6 million, respectively, available under its New Revolving Credit Facility.

*2027 Senior Notes*

On February 21, 2017, the Company completed a private placement offering of $1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, the

Company completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, the Company used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of the tender offer for the 2027 Senior Notes. In August 2025, the Company redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

*2033 Senior Notes*

On July 22, 2025, the Company completed an offering of $1,200,000,000 aggregate principal amount of its 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, the Company may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, the Company may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, the Company may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

| | **Percentage** |
|---|---|
| 2028 | 103.000 % |
| 2029 | 101.500 % |
| 2030 and thereafter | 100.000 % |

The indenture pursuant to which the 2033 Senior Notes were issued contained customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contained customary negative covenants.

*Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 million available under these unsecured credit facilities.

*Effective Interest Rate*

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 million, respectively.

## 9. Derivative Financial Instruments and Fair Value Measurements

The Company uses interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

***Cash Flow Hedges***

The Company uses interest rate swap and interest rate cap agreements designated as cash flow hedges to limit exposure to variable interest rates on portions of the Company's debt. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified against interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap or interest rate cap agreements would be recognized in other income.

The notional principal, fixed rates and related effective and expiration dates of the Company's outstanding interest rate swap agreements were as follows:

| | | September 30, 2025 | | |
|---|---|---|---|---|
| **Notional Amount Currency** | **Notional Amount (in millions)** | **Fixed Rate** | **Effective Date** | **Expiration Date** |
| USD | 400.0 | 1.283% | February 2023 | March 2028 |

| | | September 30, 2024 | | |
|---|---|---|---|---|
| **Notional Amount Currency** | **Notional Amount (in millions)** | **Fixed Rate** | **Effective Date** | **Expiration Date** |
| USD | 400.0 | 1.283% | February 2023 | March 2028 |

In the fourth quarter of fiscal 2021, the Company entered into interest rate swap agreements with a notional value of $400.0 million to manage the interest rate exposure of its variable rate loans. The swaps became effective February 2023 and terminate in March 2028. By entering into the swap agreements, the Company converted a portion of the SOFR rate-based liability into a fixed-rate liability. The Company will pay a fixed rate of 1.283% and receive payment at the prevailing one-month SOFR.

In the third quarter of fiscal 2022, the Company purchased interest rate cap agreements with a notional value of $300.0 million to manage interest rate exposure of its variable rate loans. The caps became effective on June 30, 2022 and terminate in March 2028. The caps reduce the Company's exposure to one-month SOFR. In the event one-month SOFR exceeds 3.465%, the Company will pay the spread between prevailing one-month SOFR and 3.465%.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive loss for the years ended September 30, 2025, 2024 and 2023. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

***Other Foreign Currency Forward Contracts***

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2025, 2024 and 2023.

***Fair Value Measurements***

The fair values of the interest rate swap and interest rate cap agreements were derived by taking the net present value of the expected cash flows using observable market inputs (Level 2) such as SOFR rate curves, futures, volatilities and basis spreads (when applicable).

As discussed in Note 3, the Company received an equity investment in the civil infrastructure construction business buyer and concurrently participated as a member of a lending group in a revolving credit facility. The Company elected the fair value option for its equity investment due to the availability of quoted prices of identical assets. The fair value option was also elected for the credit facility investment. Changes in fair value of both investments are classified within other income on the consolidated statements of operations. The Company records interest income at the stated coupon rate of the credit facility and classifies it within interest income on the consolidated statement of operations. Fair value for the equity investment is determined using Level 1 inputs, and fair value of the credit facility investment is determined using Level 3 inputs, such as estimated cash flows and estimated discount rates. The Company recorded a gain of $2.5 million and $7.2 million in other income during the years ended September 30, 2025 and September 30, 2024, respectively, representing the increase in fair value of these investments.

In the fourth quarter of fiscal 2025, the Company issued contingent consideration in connection with the acquisition of a business, with a maximum value of $17.7 million. The contingent consideration is a liability that is measured at fair value with changes in fair value reported through earnings. The contingent consideration is measured using Level 2 inputs, such as quoted market prices and volatilities.

Below are the Company's non-pension financial assets and liabilities recorded at fair value on a recurring basis within the ASC 820-10 fair value hierarchy:

| | | As of September 30, 2025 | | | |
|---|---|---|---|---|---|
| | Balance Sheet Location | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total Fair Value |
| | | (in millions) | | | |
| Interest rate contracts | Other current assets | $ — | $ 9.0 | $ — | $ 9.0 |
| Interest rate contracts | Other non-current assets | — | 10.0 | — | 10.0 |
| Interest rate contracts | Other current liabilities | — | (1.8) | — | (1.8) |
| Interest rate contracts | Other long-term liabilities | — | (2.8) | — | (2.8) |
| Credit facility investment | Other non-current assets | — | — | 17.4 | 17.4 |
| Contingent Consideration | Other long-term liabilities | — | (7.5) | — | (7.5) |
| Equity investment | Other non-current assets | 21.9 | — | — | 21.9 |
| Total net assets at fair value | | $ 21.9 | $ 6.9 | $ 17.4 | $ 46.2 |

| | As of September 30, 2024 | | | | |
|---|---|---|---|---|---|
| | Balance Sheet Location | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total Fair Value |
| | | (in millions) | | | |
| Interest rate contracts | Other current assets | $ — | $ 9.2 | $ — | $ 9.2 |
| Interest rate contracts | Other non-current assets | — | 16.5 | — | 16.5 |
| Interest rate contracts | Other current liabilities | — | (0.9) | — | (0.9) |
| Interest rate contracts | Other long-term liabilities | — | (3.6) | — | (3.6) |
| Credit facility investment | Other non-current assets | — | — | 21.9 | 21.9 |
| Equity investment | Other non-current assets | 19.4 | — | — | 19.4 |
| Total net assets at fair value | | $ 19.4 | $ 21.2 | $ 21.9 | $ 62.5 |

The table below sets forth a summary of changes in the fair value of the Company's Level 3 investment assets:

| | Year-ended September 30, 2025 | | | | | |
|---|---|---|---|---|---|---|
| | Beginning Balance | Investment Gains/(Losses) | Interest Earned | Loans | Collections | Ending Balance |
| | | | (in millions) | | | |
| Credit facility investment including accrued interest | $ 21.9 | 0.1 | 1.1 | 19.0 | (24.7) | $ 17.4 |

| | Year-ended September 30, 2024 | | | | | |
|---|---|---|---|---|---|---|
| | Beginning Balance | Investment Gains/(Losses) | Interest Earned | Loans | Collections | Ending Balance |
| | | | (in millions) | | | |
| Credit facility investment including accrued interest | $ — | 0.5 | 0.5 | 32.5 | (11.6) | $ 21.9 |

## 10. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 4 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

## 11. Leases

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. Substantially all of the Company's office building leases are operating leases, and its equipment leases are both operating and finance leases. The Company groups lease and non-lease components for its equipment leases into a single lease component but separates lease and non-lease components for its office building leases.

The Company recognizes a right-of-use asset and lease liability for its operating leases at the commencement date equal to the present value of the contractual minimum lease payments over the lease term. The present value is calculated using the rate implicit in the lease, if known, or the Company's incremental secured borrowing rate. The discount rate used for operating leases is primarily determined based on an analysis of the Company's incremental secured borrowing rate, while the discount rate used for finance leases is primarily determined by the rate specified in the lease.

The related lease payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period, is used to determine the appropriate lease classification and to compute periodic rental expense. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

During the fourth quarter of fiscal 2023, the Company approved a restructuring plan primarily to optimize its office real estate portfolio with its freedom to grow strategy, which initiated a review of the carrying value of right-of-use assets and leasehold improvements. In connection with the review, the Company identified leased assets that were no longer recoverable. The Company recorded an impairment charge of $86.2 million to reduce its right-of-use assets and leasehold improvements to their fair values and recorded the expense in restructuring costs on the Consolidated Statement of Operations. Fair value was determined primarily using Level 3 inputs, such as discounted cash flows.

The components of lease expenses are as follows:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Operating lease cost | $ 147.4 | $ 149.1 | $ 164.0 |
| Finance lease cost: | | | |
| Amortization of right-of-use assets | 33.9 | 28.4 | 23.1 |
| Interest on lease liabilities | 3.7 | 2.9 | 2.6 |
| Variable lease cost | 32.0 | 34.6 | 34.1 |
| Total lease cost | $ 217.0 | $ 215.0 | $ 223.8 |

Additional balance sheet information related to leases is as follows:

| (in millions except as noted) | Balance Sheet Classification | September 30, 2025 | September 30, 2024 |
|---|---|---|---|
| *Assets:* | | | |
| Operating lease assets | Operating lease right-of-use assets | $ 463.5 | $ 432.2 |
| Finance lease assets | Property and equipment – net | 74.4 | 62.1 |
| Total lease assets | | $ 537.9 | $ 494.3 |
| | | | |
| *Liabilities:* | | | |
| Current: | | | |
| Operating lease liabilities | Accrued expenses and other current liabilities | $ 132.4 | $ 135.1 |
| Finance lease liabilities | Current portion of long-term debt | 31.9 | 25.5 |
| Total current lease liabilities | | 164.3 | 160.6 |
| Non-current: | | | |
| Operating lease liabilities | Operating lease liabilities, noncurrent | 516.0 | 510.6 |
| Finance lease liabilities | Long-term debt | 44.3 | 35.7 |
| Total non-current lease liabilities | | $ 560.3 | $ 546.3 |

| | As of | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| Weighted average remaining lease term (in years): | | | |
| Operating leases | 6.1 | 6.2 | 6.4 |
| Finance leases | 2.7 | 2.6 | 2.9 |
| Weighted average discount rates: | | | |
| Operating leases | 5.2 % | 5.1 % | 4.3 % |
| Finance leases | 4.8 % | 4.4 % | 4.1 % |

Additional cash flow information related to leases is as follows:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Cash paid for amounts included in the measurement of lease liabilities: | | | |
| Operating cash flows from operating leases | $ 172.6 | $ 184.9 | $ 188.3 |
| Operating cash flows from finance leases | 3.7 | 3.0 | 2.5 |
| Financing cash flows from finance leases | 32.4 | 28.9 | 23.7 |
| Right-of-use assets obtained in exchange for new operating leases | 130.9 | 90.1 | 96.6 |
| Right-of-use assets obtained in exchange for new finance leases | 47.2 | 26.6 | 37.5 |

Total remaining lease payments under both the Company's operating and finance leases are as follows:

| | Operating Leases | Finance Leases |
|---|---|---|
| Fiscal Year | (in millions) | |
| 2026 | $ 163.6 | $ 35.0 |
| 2027 | 135.7 | 26.1 |
| 2028 | 118.1 | 16.0 |
| 2029 | 97.9 | 4.6 |
| 2030 | 75.4 | — |
| Thereafter | 173.3 | — |
| Total lease payments | $ 764.0 | $ 81.7 |
| Less: Amounts representing interest | $ (115.6) | $ (5.5) |
| Total lease liabilities | $ 648.4 | $ 76.2 |

## 12. Stockholders' Equity

***Common Stock Units***—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 13.

## 13. Share-Based Payments

***Defined Contribution Plans***—Substantially all permanent domestic employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock; however, the Company does provide an annual Company match in AECOM shares. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense for the employer contributions related to AECOM stock

issued under defined contribution plans during fiscal years ended September 30, 2025, 2024 and 2023 was $26.0 million, $24.7 million, and $23.1 million, respectively.

***Stock Incentive Plans***—Under the 2020 Stock Incentive Plan, the Company has up to 11.3 million securities remaining available for future issuance as of September 30, 2025. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three-year service period. Additionally, the Company issues restricted stock units to employees and directors which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is primarily based on that day's closing market price of the Company's common stock.

Restricted stock unit and PEP unit activity for the year ended September 30 was as follows:

| | Restricted Stock Units | Weighted Average Grant-Date Fair Value | PEP Units | Weighted Average Grant-Date Fair Value |
|---|---|---|---|---|
| | (in millions) | | (in millions) | |
| Outstanding at September 30, 2022 | 1.0 | $ 53.05 | 0.7 | $ 60.60 |
| Granted | 0.3 | $ 83.64 | 0.2 | $ 94.64 |
| PEP units earned (unearned) | — | $ — | 0.2 | $ 43.19 |
| Vested | (0.4) | $ 44.35 | (0.4) | $ 43.19 |
| Cancelled | (0.1) | $ 62.09 | — | $ 71.71 |
| Outstanding at September 30, 2023 | 0.8 | $ 68.34 | 0.7 | $ 75.54 |
| Granted | 0.3 | $ 92.30 | 0.2 | $ 104.66 |
| PEP units earned (unearned) | — | $ — | 0.2 | $ 52.50 |
| Vested | (0.3) | $ 50.14 | (0.4) | $ 52.50 |
| Cancelled | 0.0 | $ 77.32 | — | $ 89.76 |
| Outstanding at September 30, 2024 | 0.8 | $ 83.96 | 0.7 | $ 95.38 |
| Granted | 0.2 | $ 110.65 | 0.2 | $ 129.28 |
| PEP units earned (unearned) | — | $ — | 0.1 | $ 85.46 |
| Vested | (0.2) | $ 75.72 | (0.3) | $ 85.46 |
| Cancelled | (0.1) | $ 95.85 | (0.1) | $ 109.53 |
| Outstanding at September 30, 2025 | 0.7 | $ 95.64 | 0.6 | $ 109.74 |

Total compensation expense related to these share-based payments including stock options was $61.4 million, $61.5 million, and $45.9 million during the years ended September 30, 2025, 2024 and 2023, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2025 and 2024 was $106.7 million and $68.7 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

## 14. Income Taxes

Income before income taxes included income from domestic operations of $392.7 million, $233.0 million, and loss of $129.2 million for fiscal years ended September 30, 2025, 2024 and 2023 and income from foreign operations of $522.9 million, $485.2 million, and $342.6 million for fiscal years ended September 30, 2025, 2024 and 2023.

Income tax expense was comprised of:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Current: | | | |
| Federal | $ 88.9 | $ 15.1 | $ 67.7 |
| State | 26.4 | (78.6) | 71.9 |
| Foreign | 56.1 | 63.5 | 52.8 |
| Total current income tax expense | 171.4 | — | 192.4 |
| Deferred: | | | |
| Federal | 7.7 | 45.2 | (71.8) |
| State | (6.5) | 68.1 | (84.3) |
| Foreign | 31.4 | 39.6 | 19.8 |
| Total deferred income tax expense (benefit) | 32.6 | 152.9 | (136.3) |
| Total income tax expense | $ 204.0 | $ 152.9 | $ 56.1 |

The major elements contributing to the difference between the U.S. federal statutory rate of 21% for fiscal years ended September 30, 2025, 2024 and 2023 and the effective tax rate are as follows:

| | Fiscal Year Ended | | | | | |
|---|---|---|---|---|---|---|
| | September 30, 2025 | | September 30, 2024 | | September 30, 2023 | |
| | Amount | % | Amount | % | Amount | % |
| | (in millions) | | | | | |
| Tax at federal statutory rate | $ 192.3 | 21.0 % | $ 150.8 | 21.0 % | $ 44.8 | 21.0 % |
| State income tax, net of federal benefit | 16.1 | 1.8 | (8.5) | (1.2) | (7.1) | (3.3) |
| Change in uncertain tax positions | 46.7 | 5.1 | 18.6 | 2.6 | 9.4 | 4.4 |
| Foreign residual income | 41.9 | 4.6 | 43.8 | 6.1 | 59.4 | 27.8 |
| Nondeductible costs | 16.6 | 1.8 | 20.6 | 2.9 | 10.7 | 5.0 |
| Tax rate changes | 2.3 | 0.3 | 1.2 | 0.2 | (3.2) | (1.5) |
| Audit settlement | 1.4 | 0.1 | 0.5 | 0.1 | 1.9 | 0.9 |
| Income tax credits and incentives | (59.5) | (6.5) | (63.5) | (8.8) | (68.2) | (31.9) |
| Legal entity restructuring | (20.1) | (2.2) | — | — | — | — |
| Exclusion of tax on non-controlling interests | (15.6) | (1.7) | (12.5) | (1.7) | (9.4) | (4.4) |
| Valuation allowance | (11.8) | (1.3) | (12.6) | (1.8) | 16.6 | 7.8 |
| Tax exempt income | (2.1) | (0.2) | (2.5) | (0.4) | (3.3) | (1.5) |
| Foreign tax rate differential | (1.1) | (0.1) | (2.8) | (0.4) | 0.2 | 0.1 |
| Return to provision | (0.5) | (0.1) | (3.7) | (0.5) | (0.5) | (0.2) |
| ACAP investment sale | — | — | 20.2 | 2.8 | — | — |
| Other items, net | (2.6) | (0.3) | 3.3 | 0.4 | 4.8 | 2.1 |
| Total income tax expense | $ 204.0 | 22.3 % | $ 152.9 | 21.3 % | $ 56.1 | 26.3 % |

During fiscal 2025, the Company recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects the Company's assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, the Company recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, the Company recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, the Company sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, the Company recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, the Company approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, the Company settled its tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The Company is currently under tax audit in several jurisdictions including the U.S. where its federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax-planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

The deferred tax assets (liabilities) are as follows:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| | (in millions) | |
| Deferred tax assets: | | |
| Compensation and benefit accruals not currently deductible | $ 81.8 | $ 85.4 |
| Net operating loss carryforwards | 99.2 | 107.5 |
| Self-insurance reserves | 66.6 | 38.3 |
| Research and experimentation and other tax credits | 34.3 | 67.1 |
| Pension liability | 23.5 | 34.9 |
| Accrued liabilities | 263.3 | 265.7 |
| Capital loss carryforward | 13.0 | 49.5 |
| Partnership investment | 15.5 | 22.3 |
| Other | 12.2 | 8.2 |
| Total deferred tax assets | 609.4 | 678.9 |
| Deferred tax liabilities: | | |
| Unearned revenue | (31.0) | (4.1) |
| Depreciation and amortization | (58.9) | (83.7) |
| Acquired intangible assets | (39.6) | — |
| Investment in subsidiaries | (9.8) | (9.9) |
| Right of use assets | (82.4) | (85.2) |
| Contingent consideration | — | (30.5) |
| Other | (3.3) | (5.4) |
| Total deferred tax liabilities | (225.0) | (218.8) |
| Valuation allowance | (157.1) | (160.9) |
| Net deferred tax assets | $ 227.3 | $ 299.2 |

As of September 30, 2025, and 2024, the Company has available unused federal, foreign and state net operating loss (NOL) carryforwards of $700.7 million and $744.6 million, respectively, which expire at various dates over the next several years and capital loss carryforwards of $51.7 million and $181.2 million, respectively, which expire over the next five years; some foreign NOL carryforwards never expire. In addition, as of September 30, 2025, the Company has unused state and foreign research and development credits of $30.5 million and $0.2 million, respectively, and other credits of $3.7 million which expire at various dates over the next several years.

As of September 30, 2025, and 2024, gross deferred tax assets were $609.4 million and $678.9 million, respectively. The Company has recorded a valuation allowance of $157.1 million and $160.9 million as of September 30, 2025 and 2024, respectively, primarily related to foreign and state net operating loss carryforwards, capital loss carryforwards, tax credits and other deferred tax assets. The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of $452.3 million will be realized and, as such, no additional valuation allowance has been provided. The net decrease in the valuation allowance of $3.8 million is primarily attributable to a decrease in valuation allowances of $5.6 million related to the capital losses, and an increase in valuation allowances on foreign net operating losses and currency translation adjustments of $1.9 million.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately $1.1 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available

under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

As of September 30, 2025, and 2024, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling $144.1 million and $97.9 million, respectively. The gross unrecognized tax benefits as of September 30, 2025 and 2024 were $129.6 million and $81.3 million, respectively, excluding interest, penalties, and related tax benefit. Of the $129.6 million, approximately $125.4 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| | (in millions) | |
| Balance at the beginning of the year | $ 81.3 | $ 62.1 |
| Gross increase in current period's tax positions | 9.2 | 34.5 |
| Gross increase in prior years' tax positions | 47.0 | 13.9 |
| Gross decrease in prior years' tax positions | (6.4) | (20.1) |
| Decrease due to settlement with tax authorities | — | (7.4) |
| Decrease due to lapse of statute of limitations | (1.3) | (2.2) |
| Gross change due to foreign exchange fluctuations | (0.2) | 0.5 |
| Balance at the end of the year | $ 129.6 | $ 81.3 |

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2025, the accrued interest and penalties were $23.8 million and $3.2 million, respectively, excluding any related income tax benefits. As of September 30, 2024, the accrued interest and penalties were $27.7 million and $3.5 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

## 15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the periods presented, equity awards excluded from the calculation of potential common shares were not significant.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Denominator for basic earnings per share | 132.4 | 135.5 | 138.6 |
| Potential common shares | 0.9 | 1.0 | 1.5 |
| Denominator for diluted earnings per share | 133.3 | 136.5 | 140.1 |

## 16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

| | Fiscal Year Ended | |
|---|---|---|
| | September 30, 2025 | September 30, 2024 |
| | (in millions) | |
| Accrued salaries and benefits | $ 727.0 | $ 620.4 |
| Accrued contract costs | 1,419.0 | 1,354.7 |
| Other accrued expenses | 344.5 | 410.6 |
| | $ 2,490.5 | $ 2,385.7 |

Accrued contract costs above include balances related to professional liability accruals of $893.7 million and $831.8 million as of September 30, 2025 and 2024, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2025 and 2024. The Company did not have material revisions to estimates for contracts where revenue is recognized using the input method during the twelve months ended September 30, 2025 and 2024. For the year ended September 30, 2025, the Company incurred restructuring and acquisition expenses of $59.4 million, which included labor-related costs of $32.0 million and non-labor costs of $27.3 million, of which $15.0 million was accrued and unpaid at September 30, 2025. For the year ended September 30, 2024, the Company incurred restructuring expenses of $98.9 million, which included labor-related costs of $18.7 million and non-labor costs of $80.2 million, of which $11.9 million was accrued and unpaid at September 30, 2024.

On September 10, 2025, the Company’s Board of Directors declared a quarterly cash dividend of $0.26 per share, which was paid on October 17, 2025 to stockholders of record as of the close of business on October 1, 2025. As of September 30, 2025, accrued and unpaid dividends totaled $37.6 million and were classified within other accrued expenses on the consolidated balance sheet. On November 18, 2025, the Company's Board of Directors declared a quarterly cash dividend of $0.31 per share. The dividend is payable on January 23, 2026 to stockholders of record as of the close of business on January 7, 2026.

## 17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2025, 2024 and 2023 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

| | Pension Related Adjustments | Foreign Currency Translation Adjustments | Loss on Derivative Instruments | Accumulated Other Comprehensive Loss |
|---|---|---|---|---|
| Balances at September 30, 2022 | $ (217.3) | $ (799.3) | $ 36.9 | $ (979.7) |
| Other comprehensive income (loss) before reclassification | (10.9) | 59.6 | 10.7 | 59.4 |
| Amounts reclassified from accumulated other comprehensive loss | 2.2 | — | (8.5) | (6.3) |
| Balances at September 30, 2023 | $ (226.0) | $ (739.7) | $ 39.1 | $ (926.6) |

| | Pension Related Adjustments | Foreign Currency Translation Adjustments | Loss on Derivative Instruments | Accumulated Other Comprehensive Loss |
|---|---|---|---|---|
| Balances at September 30, 2023 | $ (226.0) | $ (739.7) | $ 39.1 | $ (926.6) |
| Other comprehensive (loss) income before reclassification | (26.6) | 93.2 | (10.6) | 56.0 |
| Amounts reclassified from accumulated other comprehensive loss | 0.6 | — | (12.7) | (12.1) |
| Balances at September 30, 2024 | $ (252.0) | $ (646.5) | $ 15.8 | $ (882.7) |

| | Pension Related Adjustments | Foreign Currency Translation Adjustments | Loss on Derivative Instruments | Accumulated Other Comprehensive Loss |
|---|---|---|---|---|
| Balances at September 30, 2024 | $ (252.0) | $ (646.5) | $ 15.8 | $ (882.7) |
| Other comprehensive (loss) income before reclassification | (1.3) | (5.9) | 4.8 | (2.4) |
| Amounts reclassified from accumulated other comprehensive loss | 1.9 | — | (9.8) | (7.9) |
| Balances at September 30, 2025 | $ (251.4) | $ (652.4) | $ 10.8 | $ (893.0) |

## 18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 available under these unsecured credit facilities. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2025, the Company was contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, the Company was informed of a potential liability as one of the indemnitors on a divested business' surety bonds. The Company does not have sufficient information to determine the range of potential impacts; however, it is reasonably possible that the Company may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, the Company agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

## 19. Reportable Segments and Geographic Information

The Company manages its operations under three reportable segments according to their geographic regions and business activities. In identifying its reportable segments, the Company considered the financial information provided to its chief operating decision maker (CODM), who is the chief executive officer. The financial data is organized by geographic region and global business lines. The CODM uses this information to allocate resources and assess the performance of the segments primarily based on revenue less pass-through revenue and attributable earnings before interest, tax, and amortization expense along with forecasts, market activity, and other non-financial information. Information provided to the CODM for purposes of making operating decisions and evaluating segment performance excludes asset-related information. After considering various factors, including the development and utilization of financial data to the CODM, the Company concluded that identifying its operating segments by geography was consistent with the objectives of ASC 280-10. Certain operating segments have been aggregated based on similar characteristics, including long-term financial performance, the nature of services provided, internal process for delivering those services, and types of customers, to arrive at the Company's reportable segments. The Company's Americas reportable segment provides planning, consulting, architectural and engineering design services, and construction management services to public and private clients in the United States, Canada, and Latin America and is comprised of the Design and Consulting Services Americas and Construction Management operating segments. The Company's International reportable segment provides similar professional services to public and private clients in Europe and India, the Middle East and Africa, Asia, and Australia and New Zealand and is comprised of the operating segments in those geographic regions. The Company's AECOM Capital (ACAP) operating segment is its own reportable segment and primarily invests in and develops real estate projects. Certain expenses that are determined to be related to the Company as a whole are not deemed to be part of an operating segment but are reported within Corporate.

The following tables set forth summarized financial information concerning the Company's reportable segments:

| Reportable Segments: | Americas | International | AECOM Capital | Total |
|---|---|---|---|---|
| ($ in millions) | | | | |
| **Fiscal Year Ended September 30, 2025:** | | | | |
| Revenue | $ 12,525.9 | $ 3,613.2 | $ 0.5 | $ 16,139.6 |
| Subcontractor and other direct costs | (7,973.7) | (593.1) | — | (8,566.8) |
| Employee compensation expense | (3,089.4) | (2,286.1) | — | (5,375.5) |
| Equity in earnings (losses) of joint ventures | 15.8 | 11.8 | (0.6) | 27.0 |
| Other segment items | (609.7) | (424.4) | (8.9) | (1,043.0) |
| Earnings before income taxes and amortization | $ 868.9 | $ 321.4 | $ (9.0) | $ 1,181.3 |
| **Fiscal Year Ended September 30, 2024:** | | | | |
| Revenue | $ 12,485.7 | $ 3,618.4 | $ 1.4 | $ 16,105.5 |
| Subcontractor and other direct costs | (8,281.1) | (659.4) | — | (8,940.5) |
| Employee compensation expense | (2,929.0) | (2,234.4) | (2.7) | (5,166.1) |
| Equity in earnings (losses) of joint ventures | 15.5 | 13.5 | (26.9) | 2.1 |
| Other segment items | (514.9) | (427.4) | (12.3) | (954.6) |
| Earnings before income taxes and amortization | $ 776.2 | $ 310.7 | $ (40.5) | $ 1,046.4 |
| **Fiscal Year Ended September 30, 2023:** | | | | |
| Revenue | $ 10,975.7 | $ 3,402.1 | $ 0.7 | $ 14,378.5 |
| Subcontractor and other direct costs | (7,056.7) | (619.0) | — | (7,675.7) |
| Employee compensation expense | (2,729.9) | (2,134.5) | (5.9) | (4,870.3) |
| Equity in earnings (losses) of joint ventures | 14.8 | 9.7 | (303.9) | (279.4) |
| Other segment items | (482.3) | (421.7) | (6.7) | (910.7) |
| Earnings before income taxes and amortization | $ 721.6 | $ 236.6 | $ (315.8) | $ 642.4 |

Other segment items include rent expenses, depreciation, nonoperating income, and a deduction for earnings attributable to noncontrolling interests as well as other costs. The table below reconciles total segment attributable earnings before taxes and amortization to income from continuing operations before taxes:

| | Fiscal Year Ended | | |
|---|---|---|---|
| | September 30, 2025 | September 30, 2024 | September 30, 2023 |
| | (in millions) | | |
| Total segment attributable earnings before taxes and amortization | $ 1,181.3 | $ 1,046.4 | $ 642.4 |
| Corporate general and administrative expenses | (148.9) | (145.1) | (141.0) |
| Restructuring and acquisition costs | (59.4) | (98.9) | (188.4) |
| Other income | (2.5) | 2.1 | (5.3) |
| Interest income | 62.9 | 58.6 | 40.3 |
| Interest expense | (184.3) | (185.4) | (159.3) |
| Amortization expense | (2.2) | (18.8) | (18.6) |
| Income attributable to noncontrolling interests from continuing operations | 68.7 | 59.3 | 43.3 |
| Income from continuing operations before taxes | $ 915.6 | $ 718.2 | $ 213.4 |

| Reportable Segments: | Americas | International | AECOM Capital | Corporate and Assets Held for Sale | Total |
|---|---|---|---|---|---|
| | | | (in millions) | | |
| **Fiscal Year Ended September 30, 2025:** | | | | | |
| Total assets | $ 7,866.9 | $ 2,702.9 | $ 41.6 | $ 1,588.8 | $ 12,200.2 |
| Investments in unconsolidated joint ventures | 44.0 | 56.6 | 37.5 | — | 138.1 |
| Depreciation and amortization | (94.3) | (70.8) | — | (10.8) | (175.9) |
| | | | | | |
| **Fiscal Year Ended September 30, 2024:** | | | | | |
| Total assets | $ 7,988.1 | $ 2,734.5 | $ 53.2 | $ 1,285.9 | $ 12,061.7 |
| Investment in unconsolidated joint ventures | 34.1 | 61.1 | 42.9 | — | 138.1 |
| Depreciation and amortization | (101.6) | (67.2) | — | (10.0) | (178.8) |
| | | | | | |
| **Fiscal Year Ended September 30, 2023:** | | | | | |
| Depreciation and amortization | (100.6) | (67.2) | — | (7.9) | (175.7) |

*Geographic Information:*

| Long-Lived Assets | Fiscal Year Ended September 30, 2025 | September 30, 2024 | September 30, 2023 |
|---|---|---|---|
| | | (in millions) | |
| Americas | $ 3,779.2 | $ 3,315.3 | $ 3,478.5 |
| Europe, Middle East, India, Africa | 1,025.5 | 872.9 | 803.5 |
| Asia-Australia-Pacific | 351.1 | 370.7 | 342.3 |
| Total | $ 5,155.8 | $ 4,558.9 | $ 4,624.3 |

Long-lived assets consist of noncurrent assets excluding deferred tax assets.

## 20. Major Clients

No single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024 and 2023, respectively.

**AECOM Technology Corporation**

**Schedule II: Valuation and Qualifying Accounts**

**(amounts in millions)**

| | Balance at Beginning of Year | Additions Charged to Cost of Revenue | Deductions[(a)] | Other and Foreign Exchange Impact | Balance at the End of the Year |
|---|---|---|---|---|---|
| **Allowance for Doubtful Accounts** | | | | | |
| Fiscal Year 2025 | $ 87.9 | $ 18.3 | $ (20.6) | $ (0.8) | $ 84.8 |
| Fiscal Year 2024 | $ 94.2 | $ 30.9 | $ (38.7) | $ 1.5 | $ 87.9 |
| Fiscal Year 2023 | $ 104.0 | $ 40.9 | $ (50.8) | $ 0.1 | $ 94.2 |

(a) Primarily relates to accounts written-off and recoveries

## 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***

Based on management's evaluation, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), our CEO and CFO have concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15(d)-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of September 30, 2025 to ensure that information required to be disclosed by us in this Annual Report on Form 10-K or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to our management, including our principal executive and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

***Management's Report on Internal Control over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, 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. 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. Projections of any evaluation of the 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.

Our management, with the participation of our CEO and CFO, assessed the effectiveness of our internal control over financial reporting as of September 30, 2025, the end of our fiscal year. Our management based its assessment on criteria established in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management's assessment included evaluation and testing of the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, and our overall control environment.

Based on our management's assessment, our management has concluded that our internal control over financial reporting was effective as of September 30, 2025. Our management communicated the results of its assessment to the Audit Committee of our Board of Directors.

Our independent registered public accounting firm, Ernst & Young LLP, audited our financial statements for the fiscal year ended September 30, 2025 included in this Annual Report on Form 10-K, and has issued an audit report with respect to the effectiveness of the Company's internal control over financial reporting, a copy of which is included earlier in this Annual Report on Form 10-K.

***Changes in Internal Control Over Financial Reporting***

There were no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2025 identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

During the quarterly period ended September 30, 2025, no director or officer of the Company adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement as each term is defined in Item 408(a) of Regulation S-K, except as follows:

| Name and Title | Date of Adoption of Rule 10b5-1 Trading Plan | Scheduled Expiration Date of Rule 10b5-1 Trading Plan | Aggregate Number of Securities to Be Purchased or Sold |
|---|---|---|---|
| Lara Poloni, President | 9/11/2025 | 12/31/2025 | Sale of (i) the number of shares of common stock resulting from the vesting of 10,040 restricted stock awards and accrued dividend equivalents and (ii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (15,060 shares of common stock at target performance) and accrued dividend equivalents |
| David Gan, Chief Legal Officer | 8/14/2025 | 02/09/2026 | Sale of (i) 6,000 shares of common stock, (ii) the number of shares of common stock resulting from the vesting of 5,976 restricted stock awards and accrued dividend equivalents and (iii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (8,964 shares of common stock at target performance) and accrued dividend equivalents |

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

**ITEM 11. EXECUTIVE COMPENSATION**

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS**

Other than with respect to the information relating to our equity compensation plans, which is incorporated herein by reference to Part II, Item 5, “Equity Compensation Plans” of this Form 10-K, the information required by this item is incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

## PART IV

## ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

(1) The Company's Consolidated Financial Statements at September 30, 2025 and 2024 and for each of the three years in the period ended September 30, 2025 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report.

(2) Financial Statement Schedule II—Valuation and Qualifying Accounts for the Years Ended September 30, 2025, 2024 and 2023.

(3) See Exhibits and Index to Exhibits, below.

(b) Exhibits.

| Exhibit Number | Exhibit Description | Form | Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423) | | Filed Herewith |
|---|---|---|---|---|---|
| | | | Exhibit | Filing Date | |
| 3.1 | Amended and Restated Certificate of Incorporation of AECOM Technology Corporation. | 10-K | 3.1 | 11/21/2011 | |
| 3.2 | Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation. | S-4 | 3.2 | 8/1/2014 | |
| 3.3 | Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation. | 10-K | 3.3 | 11/17/2014 | |
| 3.4 | Certificate of Amendment to the Company's Certificate of Incorporation. | 8-K | 3.1 | 1/9/2015 | |
| 3.5 | Certificate of Amendment to the Company's Certificate of Incorporation. | 8-K | 3.1 | 3/3/2017 | |
| 3.6 | Certificate of Amendment to the Company's Certificate of Incorporation | 10-Q | 3.6 | 5/06/2025 | |
| 3.7 | Third Amended and Restated Bylaws. | 8-K | 3.1 | 5/19/2023 | |
| 4.1 | Form of Common Stock Certificate. | Form 10 | 4.1 | 1/29/2007 | |
| 4.2 | Description of Registrant's Securities. | 10-K | 4.2 | 11/19/2020 | |
| 4.3 | Indenture, dated as of July 22, 2025, by and among AECOM, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, including the form of Note as Exhibit A | 8-K | 4.1 | 7/2/2025 | |
| 4.4 | Credit Agreement, dated as of October 17, 2014, among AECOM Technology Corporation and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, MUFG Union Bank, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., and the Bank of Nova Scotia, as Co-Syndication Agents, and BBVA Compass, Credit Agricole Corporate and Investment Bank, HSBC Bank USA, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, as Co-Documentation Agents. | 8-K | 10.1 | 10/17/2014 | |

| Exhibit Number | Exhibit Description | Form | Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423) | | Filed Herewith |
|---|---|---|---|---|---|
| | | | Exhibit | Filing Date | |
| 4.5 | Amendment No. 1 to the Credit Agreement, dated as of July 1, 2015, by and among AECOM and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. | 8-K | 10.1 | 7/7/2015 | |
| 4.6 | Amendment No. 2 to Credit Agreement, dated as of December 22, 2015, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer. | 8-K | 10.1 | 12/22/2015 | |
| 4.7 | Amendment No. 3 to Credit Agreement and Amendment No. 1 to the Security Agreement, dated as of September 29, 2016, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer. | 8-K | 10.1 | 9/30/2016 | |
| 4.8 | Amendment No. 4 to Credit Agreement dated as of March 31, 2017, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer. | 8-K | 10.1 | 4/6/2017 | |
| 4.9 | Amendment No. 5 to Credit Agreement dated as of March 13, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer. | 8-K | 10.1 | 3/14/2018 | |
| 4.10 | Amendment No. 6 to Credit Agreement, dated as of November 12, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L.C. Issuer. | 10-K | 4.21 | 11/13/2018 | |
| 4.11 | Amendment No. 7 to Credit Agreement, dated as of January 28, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A, as administrative agent. | 8-K | 10.1 | 2/3/2020 | |
| 4.12 | Amendment No. 8 to the Credit Agreement, dated as of May 1, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as of administrative agent. | 10-Q | 10.3 | 5/6/2020 | |
| 4.13 | 2021 Refinancing Amendment to Credit Agreement, dated as of February 8, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent. | 10-Q | 10.2 | 2/10/2021 | |
| 4.14 | Amendment No. 10 to Credit Agreement, dated as of April 13, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent. | 8-K | 10.1 | 4/13/2021 | |
| 4.15 | Amendment No. 11 to Credit Agreement, dated as of June 25, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent. | 8-K | 10.1 | 6/25/2021 | |
| 4.16 | Amendment No. 12 to the Credit Agreement, dated as of May 23, 2023, by and among AECOM and Bank of America, N.A., as Administrative Agent. | 10-Q | 10.1 | 8/9/2023 | |

| Exhibit Number | Exhibit Description | Form | Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423) | | Filed Herewith |
|---|---|---|---|---|---|
| | | | Exhibit | Filing Date | |
| 4.17 | Amendment No. 13 to Credit Agreement, dated as of May 23, 2023, by and among AECOM and the lenders party thereto, and Bank of America, N.A., as Administrative Agent. | 10-Q | 10.2 | 8/9/2023 | |
| 4.18 | Amendment No. 14 to Credit Agreement, dated as of April 19, 2024, by and among AECOM, the other Borrowers and Guarantors party thereto, the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer. | 8-K | 10.1 | 4/25/2024 | |
| 4.19 | Amendment No. 15 to Credit Agreement, dated as of October 29, 2024, by and among AECOM, certain of its subsidiaries as Guarantors, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent. | 10-K | 4.21 | 11/19/2024 | |
| 10.1# | AECOM Technology Corporation Change in Control Severance Policy for Key Executives. | 10-Q | 10.1 | 2/7/2018 | |
| 10.2# | Amended and Restated 2006 Stock Incentive Plan. | Schedule 14A | Annex B | 1/21/2011 | |
| 10.3# | Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan. | 8-K | 10.1 | 12/5/2008 | |
| 10.4# | AECOM Amended & Restated 2016 Stock Incentive Plan. | Schedule 14A | Annex B | 1/19/2017 | |
| 10.5# | Form Standard Terms and Conditions for Non-Qualified Stock Options under the 2016 Stock Incentive Plan. | 10-Q | 10.6 | 5/11/2016 | |
| 10.6# | Amended and Restated AECOM Executive Deferred Compensation Plan | 10-Q | 10.3 | 2/4/2025 | |
| 10.7# | AECOM Technology Corporation Executive Incentive Plan. | Schedule 14A | Annex A | 1/22/2010 | |
| 10.8# | Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan. | 8-K | 10.2 | 3/12/2014 | |
| 10.9# | AECOM Retirement & Savings Plan (amended and restated effective July 1, 2016). | 10-Q | 10.1 | 8/10/2016 | |
| 10.10# | AECOM Amended and Restated Employee Stock Purchase Plan. | DEF 14A | Annex A | 1/23/2019 | |
| 10.11# | AECOM 2020 Stock Incentive Plan. | DEF 14A | Annex A | 1/23/2020 | |
| 10.12# | Letter Agreement between AECOM and W. Troy Rudd dated June 13, 2020. | 10-Q | 10.1 | 8/5/2020 | |
| 10.13# | Senior Leadership Severance Plan. | 10-Q | 10.3 | 8/5/2020 | |
| 10.14# | Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2023). | 10-Q | 10.1 | 2/7/2023 | |
| 10.15# | Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2023) | 10-Q | 10.2 | 2/7/2023 | |
| 10.16# | Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2024). | 10-Q | 10.1 | 2/7/2024 | |
| 10.17# | Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2024) | 10-Q | 10.2 | 2/7/2024 | |

| Exhibit Number | Exhibit Description | Form | Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423) | | Filed Herewith |
|---|---|---|---|---|---|
| | | | Exhibit | Filing Date | |
| 10.18# | Employment Agreement, dated March 1, 2023, by and between AECOM and Lara Poloni. | 10-Q | 10.1 | 5/9/2023 | |
| 10.19# | Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2025). | 10-Q | 10.1 | 2/4/2025 | |
| 10.20# | Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal Year 2025). | 10-Q | 10.2 | 2/4/2025 | |
| 19.1 | Insider Trading Policy. | 10-K | 19.1 | 11/19/2024 | |
| 21.1 | Subsidiaries of AECOM. | | | | X |
| 23.1 | Consent of Independent Registered Public Accounting Firm. | | | | X |
| 31.1 | Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | | | X |
| 31.2 | Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | | | X |
| 32* | Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | | | | X |
| 97.1 | AECOM Policy for Recovery of Erroneously Awarded Compensation. | 10-K | 97.1 | 11/19/2024 | |
| 101 | The following financial statements from the Company's Annual Report on Form 10-K for the year ended September 30, 2025 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags. | | | | X |
| 104 | The cover page from the Company's Annual Report on Form 10-K for the year ended September 30, 2025, formatted in Inline XBRL. | | | | X |

# Management contract or compensatory plan or arrangement.

* Document has been furnished and not filed.

**ITEM 16. FORM 10-K SUMMARY**

None.

**SIGNATURE**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AECOM

By: /s/ GAURAV KAPOOR
Gaurav Kapoor
*Chief Financial Officer*
*(Principal Financial Officer)*

Date: November 18, 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 the Registrant in the capacities and on the date indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ TROY RUDD<br>Troy Rudd | Chairman and Chief Executive Officer<br>(Principal Executive Officer) | November 18, 2025 |
| /s/ GAURAV KAPOOR<br>Gaurav Kapoor | Chief Financial Officer<br>(Principal Financial Officer,<br>Principal Accounting Officer) | November 18, 2025 |
| /s/ BRADLEY W. BUSS<br>Bradley W. Buss | Director | November 18, 2025 |
| /s/ DEREK J. KERR<br>Derek J. Kerr | Director | November 18, 2025 |
| /s/ KRISTY PIPES<br>Kristy Pipes | Director | November 18, 2025 |
| /s/ DOUGLAS W. STOTLAR<br>Douglas W. Stotlar | Director | November 18, 2025 |
| /s/ DANIEL R. TISHMAN<br>Daniel R. Tishman | Director | November 18, 2025 |
| /s/ SANDER VAN'T NOORDENDE<br>Sander van't Noordende | Director | November 18, 2025 |
| /s/ GEN. JANET C. WOLFENBARGER, USAF RET.<br>Gen. Janet C. Wolfenbarger, USAF Ret. | Director | November 18, 2025 |

**EXHIBIT 21.1**

AECOM Global, LLC, a Delaware Limited Liability Company
AECOM Global II LLC, a Delaware Limited Liability Company AECOM,
C&E, Inc., a Delaware Corporation
AECOM CM Holdings, Inc.
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
AECOM Asia Company Limited*
AECOM Canada Ltd*
AECOM South Africa Group Holdings (Pty) Ltd*
AECOM Design Build Limited*
AECOM Global Ireland Services Limited*
AECOM Infrastructure & Environment UK Limited*
Hunt Construction Group Inc., an Indiana Corporation
URS Holdings, Inc., a Delaware Corporation
URS Corporation, a Nevada Corporation
URS Group, Inc. a Delaware Corporation
URS Corporation—Ohio, an Ohio Corporation
URS Global Holdings Inc., a Nevada Corporation
AECOM Intercontinental Holdings UK Limited*
The Earth Technology Corporation (USA)
Tishman Construction Corporation, a Delaware Corporation
Tishman Construction Corporation of New York, a Delaware Corporation

*Foreign

**EXHIBIT 23.1**

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements (Form S-8 Nos. 333-167047, 333-142070, 333-237237, 333-199453, 333-208964, 333-209890, 333-216442, and 333-230214) pertaining to various stock incentive, purchase and retirement plans of AECOM of our reports dated November 18, 2025, with respect to the consolidated financial statements and schedule of AECOM and to the effectiveness of internal control over financial reporting of AECOM included in this Annual Report (Form 10-K) of AECOM for the year ended September 30, 2025.

/s/ Ernst & Young LLP
Dallas, Texas
November 18, 2025

**EXHIBIT 31.1**

**Certification Pursuant to**
**Rule 13a-14(a)/15d-14(a)**

I, Troy Rudd, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 18, 2025

/s/ TROY RUDD

Troy Rudd
*Chief Executive Officer*
*(Principal Executive Officer)*

**EXHIBIT 31.2**

**Certification Pursuant to**
**Rule 13a-14(a)/15d-14(a)**

I, Gaurav Kapoor, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
*Chief Financial Officer*
*(Principal Financial Officer)*

**EXHIBIT 32**

**Certification Pursuant to**
**18 U.S.C. Section 1350**

In connection with the Annual Report of AECOM (the "Company") on Form 10-K for the fiscal year ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, W. Troy Rudd, Chief Executive Officer of the Company, and Gaurav Kapoor, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ TROY RUDD

Troy Rudd
*Chief Executive Officer*
November 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
*Chief Financial Officer*
November 18, 2025

**Affiliates of AECOM USA, Inc.**

| Entity Name |
|---|
| AECOM Architects, P.C. |
| AECOM Argentina S.A. |
| AECOM C&E, Inc. |
| AECOM CM Holdings, Inc. |
| AECOM Design Services, Inc. |
| AECOM Field Services, LLC |
| AECOM INGENIERIA S.A. de C.V. |
| AECOM Louisiana, a Professional Corporation |
| AECOM Services of DC, LLC |
| AECOM Services of Illinois, Inc. |
| AECOM Services of Michigan, Inc. |
| AECOM Services of Ohio, Inc. |
| AECOM Services of PA, Inc. |
| AECOM Services, LLC |
| AECOM USA, Inc. |
| ATC Architecture, Inc. |
| Davis Langdon, Inc. |
| DEGW North America Limited LLC |
| DMJM International |
| Earth Tech Environment & Infrastructure Inc. |
| Economics Research Associates |
| EDAW, Inc. |
| Environmental Management and Planning Solutions, LLC |
| Grupo Rust International de Venezuela, C.A. |
| NEWPORT WATER SERVICES LLC |
| Supervision Infraestructura Aeroportuaria S.A. de C.V. |

**Subsidiaries of AECOM USA, Inc.**

| Entity Name |
|---|
| AECOM Architects & Engineers (NJ), Inc. |
| AECOM CARIBE, L.L.P. |
| AECOM INGENIERIA S.A. de C.V. |
| AECOM Libya Housing and Infrastructure, Inc. |
| AECOM Pacific, Inc. |
| AECOM USA of Massachusetts, Inc. |
| AECOM USA of Michigan, Inc. |
| ATC Architecture, Inc. |
| Consoer Townsend Envirodyne Engineers of Indiana, Inc. |
| DIT-Harris, S.A. |
| DMJM Aviation, Inc. |
| DMJM, Inc. |
| DMJM+HARRIS CANADA INC. |
| Egis-Semaly, Inc. |
| Frederic R. Harris, Inc. |
| Lim & Nascimento Engineering Corporation |
| Material Testing Services, Inc. |
| Metcalf & Eddy of Ohio, Inc. |
| P&D Consultants, Inc. |
| Planeacion de Recursos Cientificos S.A. DE C.V. |
| The Ellerbe Becket Company, LLC |
| Urbitran Architectural/Engineering Group, Inc. |
| Urbitran Architectural/Engineering Group, PLLC |

| |
|---|
| URS Corporation |
| URS Group, Inc. |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**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**<br>Marsh Risk & Insurance Services<br>CA License #0437153<br><br>Los Angeles, CA 90071<br><br>2025 | **CONTACT NAME:** Marsh \| U.S. Operations<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):** 212-948-0533<br>**E-MAIL ADDRESS:** LosAngeles.CertRequest@marsh.com |
| **INSURED**<br>AECOM<br>AECOM USA, Inc.<br><br>New York, NY 10158 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** ACE American Insurance Company<br>**INSURER B :** N/A<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** [redacted] **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 | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | [redacted] | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | [redacted] | | | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N / A | | [redacted] | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | PROFESSIONAL LIAB. | | | [redacted] | | | | 2,000,000 |

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

Re: AECOM Project No: 04191429.2716; Construction Management Services: Building Construction Group.Nassau County Contract No: PW-90400-01CM On-Call Construction Management Services.

**CERTIFICATE HOLDER**

Nassau County
1194 Prospect Avenue

**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**

*Marsh Risk & Insurance Services*

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**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 8, 2026

**SUBJECT:** Contract Amendment **(REVISED)**
On-Call Construction Management Services – Buildings
AECOM USA, Inc.
Contract No. B90400-01CMC

This amendment will amend the County's contract with AECOM USA, Inc. (AECOM), to modify the maximum amount to be paid to the Firm for the Firm's services under the terms of the original agreement permitting the Firm to continue performing On-Call Construction Management work for two active missions. Beyond providing additional funding for these active missions, this amendment shall increase the contract capacity to enable AECOM to potentially be awarded additional missions.

DPW requests that the contract capacity of One Million Dollars ($1,000,000.00) be amended by One Million Dollars ($1,000,000.00). The new "not to exceed" contract capacity shall be Two Million Dollars ($2,000,000.00). This increase in capacity shall cover completion of the active missions as well as the potential for additional awarded missions throughout the lifespan of this contract.

AECOM was awarded On-Call CM Mission #2 for the NCPD's Property Clerk Relocation for a not-to-exceed amount of Four Hundred Ten Thousand Eighty-Three dollars ($410,083.00). AECOM was the recommended firm to be awarded On-Call CM Mission #3 for the Nassau County Supreme Court Elevator Rehabilitation project with a proposed not-to-exceed fee of Six Hundred Twenty-Nine Thousand Six Hundred Thirteen Dollars ($629,613.00). Contract B90400-01CMC has contract capacity of One Million Dollars ($1,000,000.00). The value of these combined missions exceeds the contract capacity. Through no fault of AECOM's the Property Clerk Relocation project has incurred schedule delays that will push the project end date out. AECOM has proposed an approximate Three-Hundred Thousand Dollars ($300,000.00) additional fee to remain on that project through completion.

SUBJECT: Contract Amendment (REVISED)
On Call Construction Management Services – Buildings
AECOM USA, Inc.
Contract No. B90400-01CMC

Funding for this amendment will be available from Capital Projects 50701 (PDCN Property Clerk Relocation), 90407 (Various County Facilities - Elevators), and the associated projects with any potential future awarded missions. Please sign this memorandum signifying your approval or disapproval of this contract amendment and return this memorandum to this office.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss

c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Valiant Yeung, Architect III
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

5/11/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

**U.S. DEPARTMENT OF JUSTICE**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring inthe workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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| AECOM USA, Inc. | March 18, 2026 |
| **Applicant Name** | **Date** |
| John DiChello | |
| **Authorized Representative (printed name)** | **Authorized Representative (signature)** |

Certified: 01/06/2025 10:53AM--
HENAYATIAN

# E-158-24

Filed with the Clerk of the Nassau County
Legislature: 09/03/2024 09:30AM

## NIFS ID: CFPW23000029

Capital: **X**

Contract ID #: **CFPW23000029**

NIFS Entry Date: **07/05/2023**

## Department: Public Works

Service: **On Call Construction Management Services-Buildings-B90400-01CMC**

Term: **From Commencement Date to termination on the 3 year Anniversary of Commencement Date, Department shall have the right to extend this Agreement for up to 2 years.**

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): | **Yes** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **AECOM USA, Inc.** | ID#: [redacted] |
| Main Address: **200 BROADHOLLOW RDMELVILLE, NY 11747** | |
| Main Contact: **Tinesha Jackson** | |
| Main Phone:<br>Contract Specific Phone: **(804) 515-8431** | |

| **Department:** |
|---|
| Contact Name: **Joseph Amerigo** |
| Address: **NCDPW**<br>**1194 Prospect Ave**<br>**Westbury, NY 11590** |
| Phone: **(516) 571-9804** |
| Email:<br>**cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,jamerigo@nassaucountyny.gov** |

# Contract Summary

**Purpose:** The Department proposes to enter into a personal services agreement with the firm EACOM USA, Inc. to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed to supplement the County current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

**Method of Procurement:** A formal Request for Proposals (RFP) process was conducted to procure the services. This is a contract for Construction Management Services for the County's Building Construction Group. The services under this contract include, but are not limited to furnishing of engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation

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| of contractor claims, pre-bid constructability reviews, and construction related engineering 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 posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected. |
| **Description of General Provisions:** New agreement for construction management services. The term of the contract is from Commencement Date to termination on the 3 year Anniversary of Commencement Date. Department shall have the right to extend this Agreement for up to 2 years. |
| **Impact on Funding / Price Analysis:** The maximum amount of this contract is $1,000,000. Funding for these professional services will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided. |
| **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 90400 000 | 01 | $0.01 |
| Project Number 90400<br>Project Detail 000 | | | | | | | | |
| | | | | | | **TOTAL** | | **$0.01** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.01 |
| Other | $0.00 |
| **Total** | **$0.01** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Kobel | 07/12/2023 02:12PM | Approved |
| NIFS Final Approval | Roseann D'Alleva | 07/13/2023 09:21AM | Approved |
| Final Approval | Roseann D'Alleva | 07/13/2023 09:21AM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Roseann D'Alleva | 07/13/2023 09:21AM | Approved |
| Final Approval | Roseann D'Alleva | 07/13/2023 09:21AM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Richard Soleymanzadeh | 07/17/2023 11:32AM | Approved |
| RE & Insurance Verification | Andrew Amato | 07/13/2023 09:36AM | Approved |
| NIFS Approval | Mary Nori | 07/21/2023 01:52PM | Approved |
| Final Approval | Mary Nori | 07/21/2023 01:52PM | Approved |
| **OMB** | | | |
| NIFS Approval | Nadiya Gumieniak | 07/13/2023 09:32AM | Approved |
| NIFA Approval | Christopher Nolan | 07/21/2023 12:54PM | Approved |
| Final Approval | Christopher Nolan | 07/21/2023 12:54PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 07/24/2023 10:10AM | Approved |
| DCE Compliance Approval | Robert Cleary | 09/13/2023 03:57PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 09/28/2023 12:33PM | Approved |
| Final Approval | Arthur Walsh | 09/28/2023 12:33PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 08/30/2024 03:26PM | Approved |

| | | | |
|---|---|---|---|
| **Legislature** | | | |
| Final Approval | Halle Gigante | 09/12/2024 11:26AM | Approved |
| **Comptroller** | | | |
| Claims Approval | Gabriel Marques | 10/18/2024 02:13PM | Approved |
| Legal Approval | Charlie Casolaro | 10/18/2024 02:35PM | Approved |
| Accounting / NIFS Approval | Davidraja Krishnan | 10/18/2024 03:32PM | Approved |
| Deputy Approval | Jeff Schoen | 10/21/2024 02:21PM | Approved |
| Final Approval | Jeff Schoen | 10/21/2024 02:21PM | Approved |
| **NIFA** | | | |
| NIFA Approval | Carl Dreyer | 11/21/2024 04:10PM | Approved |
| **Legislative Affairs** | | | |
| Contract Sent for Certification | Eleftherios Sempepos | 01/06/2025 09:49AM | Approved |
| **Clerk of Legislature Certification** | | | |
| Clerk of Legislature Certification | Helen Enayatian | 01/06/2025 10:53AM | Approved |

RULES RESOLUTION NO. – 2023

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 AECOM USA, INC.

WHEREAS, the County has negotiated a personal services agreement with AECOM USA, INC., to provide on-call constructive management services for Nassau County, 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 AECOM USA, INC.

# CONTRACT FOR SERVICES

# "ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

# BUILDING CONSTRUCTION GROUP

# AGREEMENT NO. B90400-01CMC

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) AECOM USA. INC having its principal office at 200 Broadhollow Road, #201, Melville, NY 11747 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (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 for a period of up to two (2) years by 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. Any task order issued to the Firm, **prior to the expiration of date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction Group. The specific work divisions and deliverables related to this project are more particularly described 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 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.

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 shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million ($1,000,000) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor 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 Contractor.

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, and disclosure of information, 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 Appendices "EE" and "U" 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) 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.

(c) 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.

(d) 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.

(e) 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, constitutes 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.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

(g) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with 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.

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 an indemnified party.

(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) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per 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) 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 Firm. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor 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 Contractor 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.

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 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 Contractor and the County have executed this Agreement as of the date first above written.

AECOM USA, INC

By: _____

Name: John G. Hartmann

Title: Vice President

Date: 09/28/2022

NASSAU COUNTY

By: _____

Name: ARTHUR T. WALSH

Title: Chief Deputy County Executive
Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of September in the year 2022 before me personally came John Hartmann 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 Vice President of AECOM USA, 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

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2022

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

On the 2nd day of January in the year 2025 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 Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

# APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified

in the Task order, which shall include, without limitation: (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

# APPENDIX "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:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. 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, upgrading's, 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, upgrading, 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 plans 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.

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.

**Contract Appendix L**
**Certificate of Compliance**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Frederick Werner (Name)

   605 Third Avenue, New York, NY 10158 (Address)

   212-973-2900 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, 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 Proposer/Bidder 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. Proposer/Bidder 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.

Dated 11/10/2022

Signature of ~~Chief Executive Officer~~ VP & Secretary

Robert Orlin

Name of ~~Chief Executive Officer~~ VP & Secretary

Sworn to before me this

1st day of November, 2022

**Notary Public**

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2022

Certified: --

**E-89-26**

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JULY 6, 2026
1:45 PM

## NIFS ID: CQHE26000009

Capital:

Contract ID #: **CQHE26000009**
NIFS Entry Date: **05/04/2026**

## Department: Health

Service: **Public Health Accreditation Board Facilitator for Strategic Planning Purpos**
Term: **From date of execution to 12/31/28, max**
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: | **No** |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | **No** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Public Health Accreditation Board** | ID#:**260333211** |
| Main Address: **1600 Duke StreetAlexandria, VA 22314**<br>Contract Specific Address: **PO Box 34946 Alexandria, VA 22234-0946** | |
| Main Contact: **Mark Paepcke** | |
| Main Phone: **(703) 778-4549** | |

| **Department:** |
|---|
| Contact Name: **Daniel Naftol** |
| Address: **200 County Seat Dr Mineola, NY 11501** |
| Phone: **(516) 227-8598** |
| Email: **dnaftol@nassaucountyny.gov** |

# Contract Summary

**Purpose:** Strategic Planning supports NYS mandated Community Health Assessment (CHA) and Implementation Plan (CHIP), which includes the selected priority Tobacco/E-cigarette (Mental Wellbeing and Substance Use) for the 2025-2030 cycle. The Strategic Plan, as per the Public Health Accreditation Board (PHAB) outlines the health department's collective strategy toward achieving its CHIP based on its assessment. As a PHAB-accredited health department, this will help to ensure that activities and initiatives regarding anti-vaping are supported and incorporated into the department.

a. The department will work to collectively develop strategic plan that will integrate the CHA, CHIP, Performance Management Plan

b. The department will gain buy-in from staff, commitment from administration, and purchase outside PHAB expert facilitator to establish the plan and its implementation.

**Procurement History:** Sole Source: Public Health Accreditation is considered best-practice for health departments across the country. Nassau County Department of Health recently received its continued accreditation status by the Public Health

Accreditation Board (PHAB) in February
2025. As part the health department's continued effort to comply with accreditation requirements, PHAB has specifically asked the health department to address its department wide-strategic plan.

**Description of General Provisions:** The PHAB's exclusive role as the accrediting body for public health departments, its unique products and services, its subject matter expertise, and recognition that no other vendor provides comparable services with the expertise that PHAB has, PHAB is the only source capable of meeting the requirements of this procurement.

**Impact on Funding / Price Analysis:** Maximum amount of $37,000.00, inclusive of any and all expenses

**Change in Contract from Prior Procurement:** New Contract

**Method of Source Selection:**

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Sole Source

☑Sole Source

Notice of Intent advertised in: Official Newspaper

Advertised On: 07/07/2025

# of Responses to Notice of Intent received: 1

☑ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated (Provide justification for the non-competitive award)

Sole Source: Public Health Accreditation is considered best-practice for health departments across the country. Nassau County Department of Health recently received its continued accreditation status by the Public Health Accreditation Board (PHAB) in February
2025. As part the health department's continued effort to comply with accreditation requirements, PHAB has specifically asked the health department to address its department wide-strategic plan.

**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 | 15 | 1500 | DE | HELIT1500 | DE500 | HELIT1500 DE500 | 01 | $37,000.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$37,000.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | |
| Federal | $0.00 |
| State | $37,000.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$37,000.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Daniel Naftol | 05/05/2026 04:18PM | Approved |
| NIFS Final Approval | Deneen Jenkins | 05/05/2026 04:46PM | Approved |
| Final Approval | Deneen Jenkins | 05/05/2026 04:46PM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 05/11/2026 05:43PM | Approved |
| RE & Insurance Verification | Julie Silverstein | 05/13/2026 05:19PM | Approved |
| NIFS Approval | Mary Nori | 05/15/2026 04:56PM | Approved |
| Final Approval | Mary Nori | 05/15/2026 04:56PM | Approved |
| **OMB** | | | |
| NIFS Approval | Amanda Cohn | 05/13/2026 12:37PM | Approved |
| NIFA Approval | Irfan Qureshi | 05/14/2026 09:56AM | Approved |
| Final Approval | Irfan Qureshi | 05/14/2026 09:56AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Benjamin Fischer | 05/18/2026 11:19AM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/05/2026 02:43PM | Approved |
| Vertical DCE Approval | Anissa Moore | 06/08/2026 02:03PM | Approved |
| Final Approval | Anissa Moore | 06/08/2026 02:03PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 07/06/2026 01:14PM | 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 HEALTH AND PUBLIC HEALTH ACCREDITATION BOARD

WHEREAS, the County has negotiated a personal services agreement with the Public Health Accreditation Board, to provide the County with health 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 agreement with the Public Health Accreditation Board.

# CONTRACT FOR SERVICES

**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 at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Health, having its principal office at 200 County Seat Drive Mineola, NY 11501 (the "Department"),

- and –

**Public Health Accreditation Board** ("PHAB"), a limited liability New York corporation, having its principal address at 1600 Duke Street, Suite 450, Alexandria, VA 22314 (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 upon the date last executed by all the parties to this Agreement and shall terminate after two (2) years, unless sooner terminated as provided for herein.

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 assist the Health Department prepare a Strategic Plan.
      a. As part of the Health Department's continued effort to comply with accreditation requirements, the PHAB has specifically identified the need for the Health Department to develop a strategic plan that meets all the key requirements and attributes. The Department will work to collectively develop a Strategic Plan that will integrate the Community Health Assessment, Implementation Plan and Performance Management Plan.
      b. The purpose of the strategic plan is to determine the health department's priorities and direction over the next several years. The strategic plan provides a roadmap to foster a shared understanding among staff to align towards contributing to what the Department plans to achieve, how it will achieve it, and how it will know whether efforts are successful.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate

any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate.

C. Additional services are included as **EXHIBIT A.**

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 Thirty-Seven Thousand ($37,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Thirty-Seven Thousand ($37,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **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").

(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 parties 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, 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," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") 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 2% 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 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, subcontrators, 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption 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 and in accordance with General Municipal Law Section 109 (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**. Unless exempted or excluded by law, 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.

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

**Public Health Accreditation Board**

By: _____

Name: MARK PIEPCZYK

Title: CHIEF FINANCIAL OFFICER

Date: 1/23/26

**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 23rd day of January in the year 2020 before me personally came Marc Pierre 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 CFO of Public Health Accreditation Board, 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

LAUREN BARTLETT
Notary Public
Anne Arundel County
Maryland
My Commission Expires Feb. 27, 2023

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
## ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

### Scope of Work
### Strategic Planning Facilitation: Nassau County Department of Health

I: Introduction: PHAB's technical assistance arm will facilitate an inclusive and actionable process that results in a revision of Nassau County Health Department's next Strategic Plan.
II: Draft Scope of Work – in person

| **Activities** | **Deliverables** | **Timeline (9 months est.)** |
|---|---|---|
| Project Initiation, Planning, and Management<br>- Identification of core team<br>- Kick off (1.5 hours), and monthly check-ins (9 hours)<br>- Reviewing existing data, documentation<br>- Developing final project charter and workplan<br><br>HD core team will be responsible for all communications to staff and other partners throughout engagement | Project charter/workplan<br>Summary of existing information | 1.5 months |
| Environmental Scan, SWOT, and Staff and Governing Entity engagement<br>- Develop data collection framework and tools, including survey questions, focus group/key informant guides<br>- Field survey<br>- Hold focus groups/key informants (10 hours divided up between focus groups and key informants)<br>- Synthesize data into written summary<br><br>HD core team will have up to 2 rounds of review of tools, and responsible for reconciling any conflicting feedback | Data collection framework and tools<br><br>Written summary of data | 2 months |
| Strategic Planning Workshop:<br>- Preparing agenda, materials<br>- Implement retreat; to identify/update: vision, mission, values, 3-5 priorities, objectives<br>- Synthesize information from retreat<br><br>Retreat: 1.5 day in-person retreat, up to 40 participants, with 2 PHAB staff facilitators.<br>HD core team is responsible for identifying and communicating with participants, and logistics, supplies and printing for the workshop. | Retreat materials<br>Summary notes | 2 months |

| | | |
|---|---|---|
| Drafting Strategic Plan:<br>- Use information/data gathered to draft strategic plan using PHAB's SP template<br>- Update based on feedback<br><br>HD core team will have up to 2 rounds of review of draft, and are responsible for reconciling any conflicting feedback | Draft strategic plan | 2 months |
| Close out and Evaluation<br>- Close out call (1 hour)<br>- Evaluation draft and deployment<br>- Evaluation summary | Evaluation summary | 1 month |

## 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:

i) 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.

ii) 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.

iii) 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~~ Financial officer of the Contractor is:
   MARK PATERCKE 22314 (Name)
   1600 DUKE ST, SUITE 450, Alexandria, VA (Address)
   703-778-4549 X104 (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.

1/23/26

Dated

Signature of ~~Chief Executive Officer~~ CHIEF FINANCIAL OFFICER

MARK PAEPCKE

Name of ~~Chief Executive Officer~~ CHIEF FINANCIAL OFFICER

Sworn to before me this
23rd day of January, 2026

**Notary Public**

LAUREN BARTLETT
Notary Public
Anne Arundel County
Maryland
My Commission Expires Feb. 27, 2028

## Non-Disclosure Agreement (NDA)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made effective upon the date last executed by all the parties to this Agreement by and between the County of Nassau acting by and through its Department of Health ("Disclosing Party" or "County") and **Public Health Accreditation Board** ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

**WHEREAS,** County and Contractor have entered into this Nassau County contract to help the Health Department prepare a Strategic Plan ("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: **Public Health Accreditation Board**

By: _____
Name: MARK PIERCE
Title: CHIEF FINANCIAL OFFICER
Date: 2/2/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

**Confidentiality Agreement**

I MARK RAEPCKE (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor PUBLIC HEALTH ACCREDITATION BOARD (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 the contracted 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.

(Individual's Signature)

MARK RAEPCKE

(Individual's Printed Name)

**Public Health Accreditation Board**

(Entity for which Individual is an employee or agent)

2/2/2026

(Date)

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Public Health Accreditation Board**

**2. Amount requiring NIFA approval:** $37,000.00

**Amount to be encumbered:** $37,000.00

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 From date of execution to 12/31/28, max**
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 % | 0 |
| State % | 100 |
| County % | 0 |

| | |
|---|---|
| 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:**

Strategic Planning supports NYS mandated Community Health Assessment (CHA) and Implementation Plan (CHIP), which includes the selected priority Tobacco/E-cigarette (Mental Wellbeing and Substance Use) for the 2025-2030 cycle. The Strategic Plan, as per the Public Health Accreditation Board (PHAB) outlines the health department's collective strategy toward achieving its CHIP based on its assessment. As a PHAB-accredited health department, this will help to ensure that activities and initiatives regarding anti-vaping are supported and incorporated into the department.
a. The department will work to collectively develop strategic plan that will integrate the CHA, CHIP, Performance Management Plan
b. The department will gain buy-in from staff, commitment from administration, and purchase outside PHAB expert facilitator to establish the plan and its implementation.

**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 05/14/2026

***Authenticated User*** ***Date***

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## 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:
Mark L Paepcke [MPAEPCKE@PHABOARD.ORG]

Dated: 04/21/2026 10:25:09 am

Vendor: PUBLIC HEALTH ACCREDITATION BOARD

Title: Chief Financial Officer

**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: Renee Branch Canady

Date of birth: [redacted]

[redacted]

Business Address: 1600 Duke S

| | | | | | |
|---|---|---|---|---|---|
| City: | Alexandria | State/Province/ Territory: | VA | Zip/Postal Code: | 22312 |
| Country | US | | | | |
| Telephone: | 1-703-778-4549 | | | | |

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 | 02/03/2025 | | |
| (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.

CEO, MI Public Health Institute

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.

As a quasi-governmental agency, MI Public Health Institute receives state and federal grants from the MI Department of Health and Human Services.

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, Renee Branch Canady , 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, Renee Branch Canady , 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.

Public Health Accreditation Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Renee Branch Canady RCANADY@MPHI.ORG

Vice-Chair, PHAB Board of Directors

Title

05/01/2026 03:15:24 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: Jessica Fisher

Date of birth: [redacted]

[redacted]

Business Address: 1600 Duke St Suite 450

City: Alexandria State/Province/ Territory: VA Zip/Postal Code: 22314

Country US

Telephone: 7037784549

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: 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, Jessica Fisher , 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 Fisher , 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.

Public Health Accreditation Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jessica Fisher JFISHER@PHABOARD.ORG

Chief Operating Officer

Title

04/22/2026 04:42:09 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: Joneigh Khaldun

Date of birth: [redacted]

[redacted]

Business Address: 1600 Duke Street, Suite 450

City: Alexandria State/Province/ Territory: VA Zip/Postal Code: 22314

Country US

Telephone: 7037784549

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 | 01/13/2025 | 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 [ ] 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.

Convey Health, LLC- speaking and consulting services

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, Joneigh Khaldun , 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, Joneigh Khaldun , 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.

Public Health Accreditation Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joneigh Khaldun JKHALDUN@PHABOARD.ORG

President and CEO

Title

04/24/2026 04:19:16 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: Mark Paepcke

Date of birth: [redacted]

[redacted]

Business Address: 1600 Duke Street, Suite 450

| | | | | | |
|---|---|---|---|---|---|
| City: | ALEXANDRIA, VA 22314 | State/Province/ Territory: | VA | Zip/Postal Code: | 22314 |
| Country | US | | | | |
| Telephone: | 5713250031 | | | | |

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 | 11/11/2009 | 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, Mark Paepcke , 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, Mark Paepcke , 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.

PUBLIC HEALTH ACCREDITATION BOARD

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Paepcke MPAEPCKE@PHABOARD.ORG

Chief Financial Officer

Title

04/21/2026 01:17:17 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: Colleen Svoboda

Date of birth: [redacted]

[redacted]

[redacted]

Business Address: 1600 Duke Street, Suite 450

City: Alexandria State/Province/ Territory: VA Zip/Postal Code: 22314

Country US

Telephone: 7037784549

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 | 07/01/2025 | 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 [ ] 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, Colleen Svoboda , 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, Colleen Svoboda , 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.

Public Health Accreditation Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Colleen Svoboda COLLEEN.SVOBODA@UNMC.EDU

Board Chair

Title

04/23/2026 09:40:54 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: Julie Willems Van Dijk
Date of birth: [redacted]
[redacted]

Business Address: Public Health Accreditation Board 1600 Duke Street Suite 450

| | | | | | |
|---|---|---|---|---|---|
| City: | Alexandria | State/Province/ Territory: | VA | Zip/Postal Code: | 22314 |
| Country | US | | | | |
| Telephone: | 703-778-4549 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | | State/Province/ Territory: | | Zip/Postal Code: | |
| Country: | US | | | | |
| Telephone: | 6083811715 | | | | |

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | | Treasurer | 07/01/2023 |
| 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 [ ] 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, Julie Willems Van Dijk , 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, Julie Willems Van Dijk , 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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Public Health Accreditation Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Julie Willems Van Dijk JULIE.WVD@GMAIL.COM

Treasurer

Title

04/29/2026 06:20:34 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: 08/26/2025

1) Proposer's Legal Name: Public Health Accreditation Board

2) Address of Place of Business: 1600 Duke St., 450

City: Alexandria State/Province/ Territory: VA Zip/Postal Code: 22314

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: 809816510

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Non-Profit 501(c)3

1 File(s) uploaded: IRS 501c3 (1).pdf

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 of Interest 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 of Interest 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 of Interest 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 have staff and Board Volunteers provide a conflict of interest form annually and Nassau County is on the list to review and confirm no conflicts exist.

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;

05/23/2007

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.

None: Public Health Accreditation Board is a 501(c)3 Not for Profit mission driven organization whose governance is managed by a group of Board Member Volunteers. The executive leadership team is paid along with 38 other staff, but none have ownership in the public charity organization. We all have an interest in sustainability of the organization but not in the ownership definitions requested.

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

Please see attached form with requested details of the Officers and Board of Directots

1 File(s) uploaded: FY25 and FY26 Board of Directors Roster.xlsx

iv) State of incorporation (if applicable);

DC

v) The number of employees in the firm;

41

vi) Annual revenue of firm;

24830319

vii) Summary of relevant accomplishments

As the sole national accrediting body for public health in the U.S., PHAB supports health departments to improve quality, accountability, and performance. PHAB is also a leader in vital infrastructure work that contributes to innovation and transformation of public health practice as one of the three national partners that were awarded a CDC 5-year grant, PHAB has also been engaged in public health data modernization initiatives as part of the infrastructure grant from the CDC. PHAB recently launched the revised standards and measures and guidance documentation for 2026. This included a year long development and national vetting process to insure includsion, diversity, and equity throughout the public heatlh standards.

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

B. Indicate number of years in business.

19

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

Out staff are highly educated and have deep experience in quality improvement, accountability and performance, strategic planning process and evaluation.

As part of the CDC's Public Health Infrastructure Grant, our staff provide Technical Assistance across the country on Workforce developement, best practices, Data Modernization work, among other things.

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 | Northern Kentucky Health Department | | |
| Contact Person | Rachel Laxton | | |
| Address | 8001 Veterans Memorial Drive | | |
| City | Florence | State/Province/Territory | KY |
| Country | US | | |
| Telephone | (859) 363-2082 | | |
| Fax # | | | |
| E-Mail Address | rachel.laxton@nkyhealth.org | | |

| | | | |
|---|---|---|---|
| Company | Wisconsin Department of Health Services | | |
| Contact Person | Christa Cupp | | |
| Address | 718 W. Caliremont Street | | |
| City | Eau Claire | State/Province/Territory | WI |
| Country | US | | |
| Telephone | (715) 797-0452 | | |
| Fax # | | | |
| E-Mail Address | christa.cupp@dhs.wisconsin.gov | | |

| | | | |
|---|---|---|---|
| Company | Missouri Department of Health and Senior Services | | |
| Contact Person | Brenna Davidson | | |
| Address | 3675 W Outer Rd Ste 103 | | |
| City | Arnold | State/Province/Territory | MO |
| Country | US | | |
| Telephone | (573) 751-2353 | | |
| Fax # | | | |
| E-Mail Address | Brenna.Davidson@health.mo.gov | | |

I, Mark Paepcke , 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, Mark Paepcke , 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.

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Name of submitting business: PUBLIC HEALTH ACCREDITATION BOARD

Electronically signed and certified at the date and time indicated by:
Mark Paepcke MPAEPCKE@PHABOARD.ORG

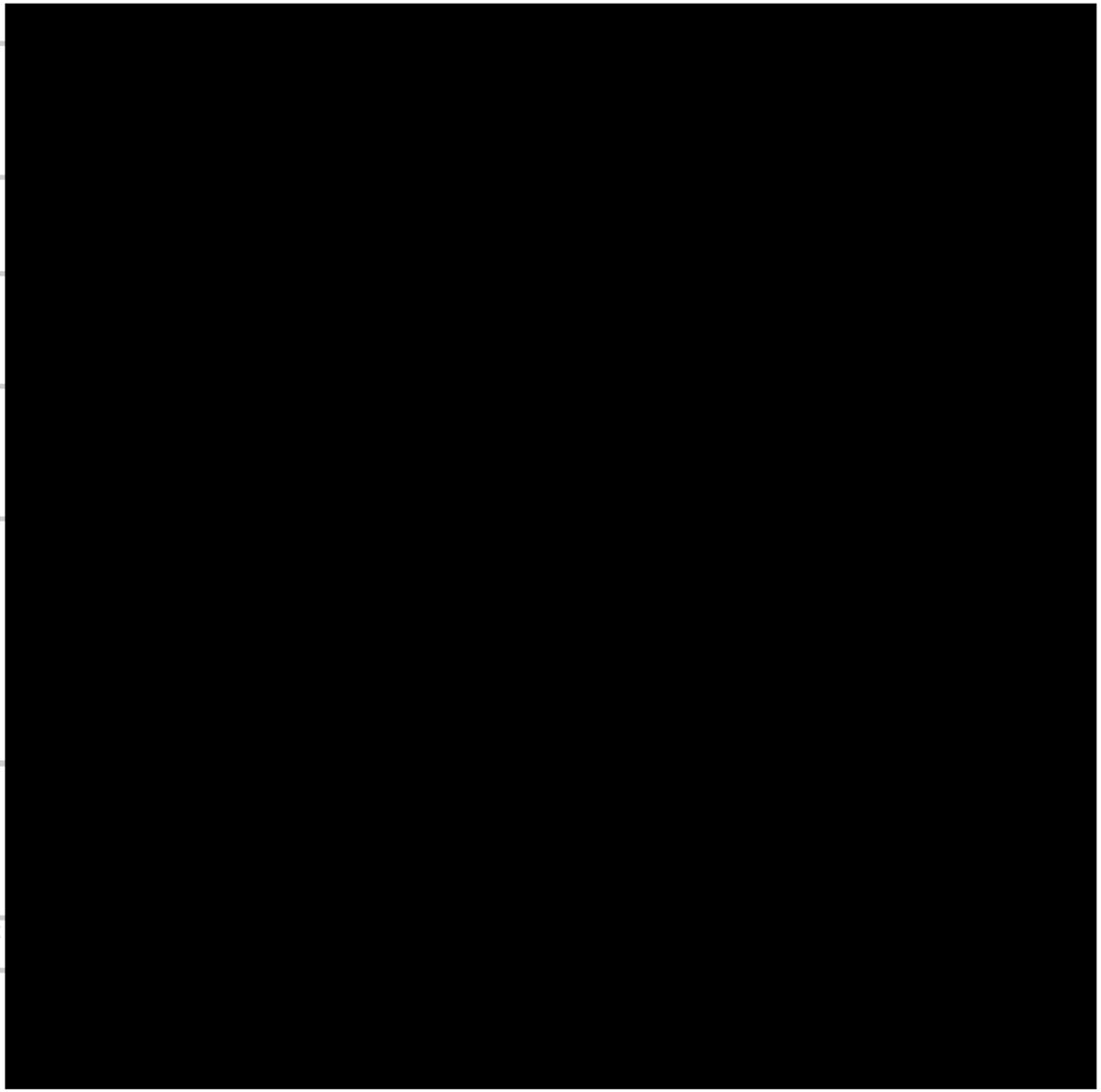
Chief Financial Officer
Title

04/21/2026
Date

| Director/Assistant | Title |
|---|---|
| **Executive Committee** | |
| Colleen Svoboda<br>Chair | Partnerships & Assessment Manager<br>College of Public Health University of Nebraska Medical Center |
| Renee Branch Canady<br>Vice Chair<br>Assist: Karese Toles | Chief Executive Officer |
| Claude Jacob, DrPH, MPH<br>Immediate Past Chair<br><br>Assist: Hurrem Newberry | Health Director |
| Julie Willems Van Dijk<br>Secretary/Treasurer | Past Deputy Secretary and State Health Officer, Wisconsin Dept of Health Services and Past Health Officer, Marathon County Health Department |
| Joneigh Khaldun, MD, MPH, FACEP<br>President and CEO<br>Assist: Karen Reuter | President and CEO |
| Bruce Dart<br>Member at Large<br>Assist: Sara Rodriguez | Executive Director |
| Paula Nickelson<br>Member at Large | Owner/Consultant<br><br>Former Director and SHO Missouri Department of Health and Senior Services |
| **Directors** | |
| Terry Allan | Former Health Commissioner, Cuyahoga County Board of Health |

[redacted]

| | |
|---|---|
| Brooke Cunningham<br><br>Assist: Sandy Pizzuti | Commissioner<br>Minnesota Department of Health |
| Nilesh Kalyanaraman | Former Deputy Secretary for Public Health Services<br>Maryland Department of Health |
| Lisa Pivec | Executive Director<br>Public Health |
| Karen Sheares | Vice President of Quality Science |
| David Souleles<br><br>Assist: Cleo Moguel | Chief of Staff for UCI Health Affairs |
| Stephen Williams<br><br>Assist: Eva Rangel | Director, Houston Health Department |
| Matthew Willis | Retired Public Health Officer for Marin Count |



# Public Health Accreditation Board

Financial Statements
and Independent Auditor's Report

June 30, 2024 and 2023

**Public Health Accreditation Board**

Financial Statements
June 30, 2024 and 2023

## Contents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*Financial Statements*

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 05 2008

PUBLIC HEALTH ACCREDITATION BOARD
C/O VENABLE LLP
JEFFREY S TENENBAUM
575 7TH ST NW
WASHINGTON, DC 20004

Employer Identification Number:
26-0333211
DLN:
17053172301008
Contact Person:
JACOB A MCDONALD ID# 31649
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
May 23, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

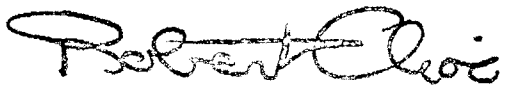
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

PUBLIC HEALTH ACCREDITATION BOARD

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

# CERTIFICATE

**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

**PUBLIC HEALTH ACCREDITATION BOARD**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **23rd** day of **May , 2007 .**

LINDA K. ARGO
Interim Director

Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Adrian M. Fenty
Mayor

**ARTICLES OF INCORPORATION**
**of the**
**PUBLIC HEALTH ACCREDITATION BOARD**

To the Department of Consumer
and Regulatory Affairs
District of Columbia

Each of the undersigned, being a natural person of the age of at least twenty-one (21) years and acting as incorporator for the purpose of organizing a corporation pursuant to the provisions of the District of Columbia Nonprofit Corporation Act, as the same may be amended or supplemented (hereinafter referred to as the "Act"), does hereby adopt the following Articles of Incorporation:

FIRST: The name of the corporation (hereinafter referred to as the "Corporation") is the **Public Health Accreditation Board.**

SECOND: The duration of the Corporation shall be perpetual.

THIRD: The Corporation is hereby organized for the following purposes:

1. To improve and protect the health of the public in the United States, and to lessen the burdens of government, by establishing and maintaining a national accreditation program designed to:

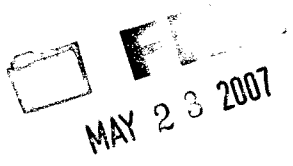
(a) Prepare and disseminate nationally accepted standards of quality and encourage voluntary compliance with such standards for the accreditation of state, territorial, tribal and local governmental public health departments;

(b) Promote high performance and continuous quality improvement and increase accountability among public health departments; and

(c) Identify and publicly recognize those public health departments that have met nationally accepted standards of quality; and

2. To make charitable contributions and grants to nonprofit organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (hereinafter referred to as the "IRC"), as well as governmental units and other nonprofit organizations, that promote and further the purposes described in Section 1 above; and

3. To exercise any other powers conferred upon corporations organized pursuant to the provisions of the Act; provided, however, that



a. The Corporation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations exempt from federal income tax under IRC Section 501(c)(3); and

b. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under IRC Section 501(c)(3); or (ii) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

FOURTH: The Corporation shall have no members. Except as may otherwise be provided in these Articles of Incorporation, the manner of election or appointment of the directors and officers of the Corporation shall be prescribed by the Bylaws of the Corporation.

FIFTH: The address, including street and number, of the initial registered agent of the Corporation in the District of Columbia is 1090 Vermont Avenue, N.W., Washington, DC 20005, and the name of the Corporation's initial registered agent at such address is Corporation Service Company.

SIXTH: The number of directors constituting the initial Board of Directors of the Corporation is four (4). The name and the address, including street and number, of each of the persons who are to serve as the initial directors of the Corporation until their successors be elected and qualify are as follows:

| NAME | ADDRESS |
|---|---|
| Georges C. Benjamin, MD | American Public Health Association<br>800 I Street, NW<br>Washington, DC 20001 |
| Patrick M. Libbey | National Association of County and City Health Officials<br>1100 17th Street, NW, Second Floor<br>Washington, DC 20036 |
| Paul E. Jarris, MD | The Association of State and Territorial Health Officials<br>2231 Crystal Drive, Suite 450<br>Arlington, VA 22202 |
| Marie Fallon, MHSA | The National Association of Local Boards of Health<br>1300 L Street, NW, Suite 800<br>Washington, DC 20005 |

SEVENTH: Other lawful provisions for the conduct and regulation of the business and affairs of the Corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the Corporation or its directors are as follows:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of IRC Section 501(c)(3) purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

2. Upon the dissolution of the Corporation, and after paying or making provision for the payment of all of the liabilities of the Corporation, all assets of the Corporation shall be distributed for one (1) or more of the Corporation's exempt purposes within the meaning of IRC Section 501(c)(3), or shall be distributed to the federal government, or to a state or local government, for a public purpose, in such manner as the Board of Directors shall determine.

3. The personal liability of the officers and directors of the Corporation is hereby eliminated to the fullest extent permitted by law and by the provisions of the Act.

4. To the fullest extent permitted by the Act, the Corporation shall indemnify and hold harmless each officer and director of the Corporation against any and all liabilities, costs and expenses (including attorneys' fees and expenses) reasonably incurred by him or her or on his or her behalf in connection with any civil action or proceeding to which he or she may be a party by reason of his or her being or having been an officer or director of the Corporation, or by reason of any action alleged to have been taken or omitted by him or her in such capacity, except where the injury or damage was a result of: (i) the willful misconduct of such person; (ii) a crime, unless such person had reasonable cause to believe that the act was lawful; (iii) a transaction that resulted in an improper personal benefit of money, property or services to such person; or (iv) an act or omission that was not in good faith and was beyond the scope of authority of the Corporation pursuant to the Act, the Corporation's Bylaws, or these Articles of Incorporation. Such indemnity shall be effective only in the event that the interested officer or director provides the Board of Directors of the Corporation, within a reasonable time after the institution of such action or proceeding, written notice thereof. Such indemnity shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement or otherwise. Such indemnity shall inure to the benefit of the heirs, executors or administrators of each officer and director. The Corporation may purchase liability insurance for the indemnity specified above to the fullest extent as determined from time to time by the Board of Directors of the Corporation. If so purchased, as required by the Act, such liability insurance shall provide a minimum limit of coverage of not less than $200,000 per individual claim and $500,000 per total claims that arise from the same occurrence, as provided by the Act.

EIGHTH: These Articles of Incorporation may be amended from time to time in any and as many respects as may be desired; provided: (i) that the Articles of Incorporation as amended may contain only such provisions as might be lawfully contained in original Articles of Incorporation; (ii) that any amendments to these Articles of Incorporation be adopted at a duly called meeting of the Board of Directors of the Corporation by no less than a majority of the directors in office; and (iii) that any such amendments are made in the manner and pursuant to the procedures prescribed by the Act.

NINTH: The name and the address, including street and number, of each of the incorporators are as follows:

| NAME | ADDRESS |
|---|---|
| Beth A. Caseman | Venable LLP<br>575 7th Street, NW<br>Washington, DC 20004 |
| Michelle A. Brunner | Venable LLP<br>575 7th Street, NW<br>Washington, DC 20004 |
| Juan A. Williams | Venable LLP<br>575 7th Street, NW<br>Washington, DC 20004 |

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this 23rd day of May, 2007.

Beth A. Caseman
Beth A. Caseman

Michelle A. Brunner
Michelle A. Brunner

Juan A. Williams
Juan A. Williams

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia by each of Beth A. Caseman, Michelle A. Brunner, and Juan A. Williams this 23rd day of May, 2007

Notary Public

[Notarial Seal]

Karen A. Jackson
Notary Public, District of Columbia
My Commission Expires 10/31/2010

* * * * *

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION
CORPORATIONS DIVISION

Government
Of the
District of Columbia
941 NORTH CAPITOL STREET, N.E.
WASHINGTON, D.C. 20002

## WRITTEN CONSENT TO ACT AS REGISTERED AGENT

TO:
The Superintendent of Corporations
Department of Consumer and Regulatory Affairs
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION, Corporations Division
941 North Capitol Street, N.E.
Washington, D.C. 20002

### (A) BY A DISTRICT OF COLUMBIA RESIDENT

PURSUANT TO D.C. CODE TITLE 29, and TITLE 41
I, _____
A Bona fide Resident of the District of Columbia Herein Consent to Act as a Registered Agent For:

_____
Name of Business

SIGNATURE OF REGISTERED AGENT _____
DATE: _____

### (B) BY A LEGALLY AUTHORIZED CORPORATION

THE CORPORATION HEREIN NAMED IS:
Corporation Service Company
An Authorized Corporate Registered Agent in the District of Columbia, per Signatures of its President/Vice-President and Secretary/Assistant Secretary, Herein Consents to Act as Registered Agent For:
Public Health Accreditation Board
NAME OF CORPORATION

SIGNATURE: Dolores Burton
OF PRESIDENT OR VICE-PRESIDENT OR AUTHORIZE OFFICIAL
Dolores Burton /Assistant Vice President
ATTEST: Bonnie H. Yerry
OF SECRETARY OR ASSISTANT SECRETARY
Bonnie H Yerry, Assistant Secretary
DATE: 5/23/07

COUNTY OF NASSAU

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

1. Name of the Entity: PUBLIC HEALTH ACCREDITATION BOARD

Address: 1600 Duke Street, Suite 450

City: ALEXANDRIA, VA 22314 State/Province/Territory: MD Zip/Postal Code: 22314

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) 501(c)3

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: PHABOARD 2026 Roster.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.

We are a 501(c)3, so governance is performed by a group of Volunteer Board Members. The list of those and the officers were provided in question #4

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.

No Related Companies or Affiliates

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:
Mark Paepcke [MPAEPCKE@PHABOARD.ORG]

Dated: 04/22/2026 11:13:20 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2026

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
Arthur J. Gallagher Risk Management Services, LLC
300 Fellowship Road
Mount Laurel NJ 08054

CONTACT NAME: Emily Matthews
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: emily_matthews@ajg.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Casualty Company | 20443 |
| INSURER B : Underwriters at Lloyd's, London | 32727 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Public Health Accreditation Board
1600 Duke Street
Alexandria VA 22314

PUBLHEA-06

**COVERAGES** **CERTIFICATE NUMBER:** 999370363 **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 | Y | | 5094962414 | 1/15/2026 | 1/15/2027 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 5094962414 | 1/15/2026 | 1/15/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Professional Liability | | | GS212PIMA264 | 1/15/2026 | 1/15/2027 | Each Wrongful Act<br>Aggregate<br>Retention | $2,000,000<br>$2,000,000<br>$15,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as an additional insured with respect to the above General Liability Policy, if required by a written contract executed prior to services performed.

**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
Brendan Gallagher

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2026

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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
Arthur J. Gallagher Risk Management Services, LLC
300 Fellowship Road
Mount Laurel NJ 08054

CONTACT NAME: Emily Matthews
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: emily_matthews@ajg.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Continental Casualty Company | 20443 |
| INSURER B : Underwriters at Lloyd's, London | 32727 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Public Health Accreditation Board
1600 Duke Street
Alexandria VA 22314

PUBLHEA-06

**COVERAGES** **CERTIFICATE NUMBER:** 999370363 **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 | Y | | 5094962414 | 1/15/2026 | 1/15/2027 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 5094962414 | 1/15/2026 | 1/15/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Professional Liability | | | GS212PIMA264 | 1/15/2026 | 1/15/2027 | Each Wrongful Act<br>Aggregate<br>Retention | $2,000,000<br>$2,000,000<br>$15,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as an additional insured with respect to the above General Liability Policy, if required by a written contract executed prior to services performed.

**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
Brendan Gallagher

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2026

**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**<br>Automatic Data Processing Insurance Agency, Inc.<br><br>1 Adp Boulevard<br>Roseland NJ 07068 | **CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.<br>**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** PUBLIC HEALTH ACCREDITATION BOARD<br><br>2127 Espey Ct<br>Ste 306<br>Crofton MD 211142491 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Travelers Casualty Company of Connecticut / 36170<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 4828445 **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 | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | N | UB-C2995355-26-42 | 01/15/2026 | 01/15/2027 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

Nassau County Department of Health
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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

Certified: --

**E-90-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JULY 6, 2026
4:00 PM

## NIFS ID: CLPR26000001

Capital:

Contract ID #: **CQPR23000001**

NIFS Entry Date: **06/12/2026**

## Department: Purchasing

Service: **Police Civil Service Testing and Administration**

Term: from **05/01/2026** to **04/30/2028**

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: | **Yes** |
| 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: **Talogy Inc** | ID#:**222202359** |
| Main Address: **5700 Corporate Drive**<br>**Pittsburgh, PA 15237**<br>Contract Specific Address: **P.O. Box 7410416**<br>**Chicago, IL 60674-0416** | |
| Main Contact: **David Annunziata** | |
| Main Phone: **(317) 814-8910** | |

| **Department:** |
|---|
| Contact Name: **Allison Malhame** |
| Address: **One West Street, Room 100**<br>**Mineola, NY 11501** |
| Phone: **(516) 571-5801** |
| Email: **amalhame@nassaucountyny.gov** |

# Contract Summary

**Purpose:** Nassau County solicited proposals to design, develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County. This is a renewal of the contract so that Civil Service and the PD can offer more tests.

**Procurement History:** The last solicitation for Police Civil Service Testing and Administrative Services was in 2016. AON was the contractor selected that provided testing and administrative services through 2018, the last time an entrance level Police Officer exam was administered. The County and the Police Department are under a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-

Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures. The County issued this solicitation to seek a contractor to produce and validate written examinations for the Department that do not have discriminatory impacts upon all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures.

**Description of General Provisions:** The County needs an independent and qualified consultant to develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County. The County and the Department are under the oversight of the provisions of a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures.

**Impact on Funding / Price Analysis:** This is a two (2) year renewal of the original three (3) year contract. $2,221,346.00 is being added to the contract so now the total five (5) year maximum spend is $5,000,240.00.

**Change in Contract from Prior Procurement:** The services of this contract will be performed under the oversight of the Department of Justice and include additional tests to be administered. Tests to be administered under this contract are Police Officer, Police Communications Operator, Police Service Aide Trainee, and Police Sergeant.

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 05/23/2023

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.]

☑ 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 |
|---|---|---|---|---|---|---|---|---|
| PDH | 10 | 1135 | DE | PDPDH1135 | DE500 | PDPDH1135 DE500 | 02 | $2,221,346.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$2,221,346.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $2,221,346.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$2,221,346.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Allison Malhame | 06/10/2026 03:14PM | Approved |
| NIFS Final Approval | Allison Malhame | 06/10/2026 03:54PM | Approved |
| Final Approval | Allison Malhame | 06/12/2026 11:58AM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 06/16/2026 01:59PM | Approved |
| RE & Insurance Verification | Julie Silverstein | 06/16/2026 01:59PM | Approved |
| NIFS Approval | Mary Nori | 06/18/2026 01:56PM | Approved |
| Final Approval | Kemely Weiss | 07/06/2026 02:10PM | Approved |
| **OMB** | | | |
| NIFS Approval | Raquel Rosen | 06/12/2026 12:05PM | Approved |
| NIFA Approval | Irfan Qureshi | 06/15/2026 10:02AM | Approved |
| Final Approval | Irfan Qureshi | 06/15/2026 10:02AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 06/18/2026 02:26PM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/25/2026 10:46AM | Approved |
| Vertical DCE Approval | Arthur Walsh | 07/06/2026 11:45AM | Approved |
| Final Approval | Arthur Walsh | 07/06/2026 11:45AM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 07/06/2026 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 AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, AND TALOGY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Talogy, Inc., to design, develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment with Talogy, Inc.

**AMENDMENT NO. 1**

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Department of Shared Services, having its principal office at One West Street, Mineola, New York 11501, and (ii) Talogy, Inc., having its principal office at 5700 Corporate Drive, Suite 300, Pittsburgh, PA 15237 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPR23000001 between the County and Contractor, executed on behalf of the County on May 23, 2023 (the "Original Agreement"), the Contractor provides consulting services to develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department (the "Department") and the Civil Service Commission of Nassau County (the "Commission") which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from May 1, 2023 until April 30, 2026, unless sooner terminated in accordance with the terms of the Original Agreement, and subject to renewal by the County, in its sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained in the Original Agreement. The County opts to renew both one (1) year options therefore extending the Original Agreement by two (2) years. Fees payable during such renewal period shall not exceed Two Million Two Hundred Twenty-One Thousand Three Hundred Forty-Six Dollars ($2,221,346.00), (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety-Four Dollars ($2,778,894.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the two (2) available renewal options provided under the Original Agreement so that the Original Term is extended for two (2) additional years.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2028, subject to earlier termination as provided for under the Amended Agreement.

Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million Two Hundred Twenty-One Thousand Three Hundred Forty-Six Dollars ($2,221,346.00). Therefore, the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Million Two Hundred Forty Dollars ($5,000,240.00) (the "Amended Maximum Amount")

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

TALOGY, INC.

By: _____

Name: Russell Becker

Title: CEO

Date: May 19, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF Nebraska
)ss.:
COUNTY OF Lancaster

On the 19 day of May in the year 2020 before me personally came Russell Becker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Lancaster; that he or she is the CEO of Talogy, 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 Corlen Williams-Barney

GENERAL NOTARY - State of Nebraska
CORLEN JL WILLIAMS-BARNEY
My Comm. Exp. February 19, 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

**AMENDMENT NO. 1 - APPENDIX A**
**Services to be Provided and Project Elements**
***Talogy will provide monthly invoices for the portion of work completed each month***

# Cost Overview and Summary

This section summarizes the services and associated updated costs. In deriving these costs, the following assumptions have been made:

1. Proposed costs for each position cover a single administration of the examination process for each position, plus certain make up fees associated with military applicants. Proposed Cost assumes brick and mortar proctored testing or remote proctored testing. Consulting fees for make-up scoring as outlined in Section 6 of Tables 2-5 below, apply only when the exact same test is given and do not include development of alternate forms that don't already exist as part of the main test. Make-up scoring costs also do not include administrative fees for make-up candidates. Costs have been reduced assuming that the process, and test content in the case of licensed, off-the-shelf tests, developed and implemented during the first administration will carry over to subsequent administrations. The cost reductions also assume no Department of Justice (DOJ) or APT Metrics review throughout subsequent administrations. If the County expects DOJ and APT Metrics involvement, Talogy can provide an amended Cost Proposal to account for the additional time required.
2. If the County seeks additional full administrations for any position within an extension year, Talogy will provide a cost estimate based on the subset of activities that must be repeated (plus any new activities to be added) for subsequent administrations. That is, job analyses, transportability studies, and validation studies may not need to be repeated or may require only updating for the next testing cycle, depending on the timeframe for future exams.
3. In the event the County seeks to adopt an additional extension year, Talogy reserves the right to apply a CPI adjustment of 3% to each contract extension, subject to Department approval. A CPI adjustment of 3% has been added to this cost proposal for the first extension with the exception of the test licensing fees.
4. Cost estimates were derived using candidate volumes similar to those observed in previous examination processes as follows:
   - Police Officer: 12,900
   - Police Communications Operator: 640
   - Police Service Aide Trainee: 330
   - Police Sergeant: 1,200

   These volumes provide the basis for test licensing fees, where applicable. In other words, the County will be charged per candidate test licensing fees (where applicable) ONLY for candidates who appear to test; the County will not be charged test licensing fees for applicants who do not appear.

   However, for test administration, pricing is based on the volume of expected applicants (i.e., seats allocated), not the volume of candidates who appear on the testing day, as we must plan to provide a test seat, equipment, proctor, etc. for every individual who applies, regardless of whether they appear to test. Actual volume of applicants may differ, and administrative pricing will increase



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or decrease based on the number of applicants the County provides at time of test center configuration. Contractor shall base volume and invoice based on the number provided by the County thirty days prior to the exam date.

5. Computer based test administration of the examinations – this includes Talogy providing computer equipment, technical support, and project management support. If necessary, paper test administration can be made available, where applicable; if this option is adopted, Contractor may provide a revised cost estimate.
    - Option A (County): County is responsible for test locations and proctors – **Selected by the County**
6. One Talogy consulting staff will be onsite to help oversee the test administration for each position and address any questions or concerns that arise. Based on the initial administrations, additional Talogy technology and project management staff will be onsite for each test administration for all days of testing in the following quantities:

| | Consulting Staff | Technology and Project Management Staff |
|---|---|---|
| Police Officer | One (1) staff | Three (3) staff |
| Police Communications Operator | One (1) staff | Two (2) staff |
| Police Service Aide Trainee | One (1) staff | One (1) staff |
| Polic Sergeant | One (1) staff | Two (2) staff |

   Fees for consultants are included in the Consulting Fee section for each position; fees for technology and project management staff are included in the Administration Fee section for each position.

7. The cost is based upon a) the scope of work outlined in the proposal, b) the timeline presented, and c) projected applicant and candidate volume. It is assumed that Talogy will not provide any hard copy preparation guides to the County but will provide a printable file of each preparation guide to the County if the County chooses to print one or more preparation guides in-house.

Talogy has updated the costs to reflect selections made by the County and Department during the initial administration for each position, including certain cost saving measures such as the County's choice to provide all preparation guides online rather than in hard copy format

User Acceptance Testing – for configuration/custom solutions:

- If Client is unable to complete the project during the agreed timeline and Talogy release cycle, the project is subject to being pulled from the release and slotted for a future Talogy release following another Amended Appendix which outlines the remaining steps.
- Client is expected to use best efforts to complete all User Acceptance Testing ("UAT") efforts during the project release timeline allocated.
- UAT is for the Client to confirm the agreed upon requirements have been met, and not for Client to provide any further changes to those requirements.
- If Client fails to complete project during agreed timeline, Client shall still be responsible for Fees as outlined under the Fee Section.
- If project is pulled from release or if Client believes during UAT that additional changes need to be made, Client may be subject to additional fees under an Amended Appendix that outlines Client's remaining steps.



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Project Assumptions:

- The solution does not include customized features or functionality specific for Client.
- In the event client decides to cancel any testing event in which Contractor has already secured accommodations for, Client shall be responsible for all fees related to such cancellation.
- Below please find our standard tables that outline high-level milestones and project tasks per event. These are subject to change by mutual agreement between the Contractor and the Department.

| Component | Detail |
|---|---|
| Assessment | Enter in job families |
| Client Site and Candidate Journey | Workflow configuration |
| Proctored Onsite Event(s) | Dates, Times, and Locations to be determined based on coordination with client. |

***Assessment Configuration Components***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Assessment Content | • To be provided by Talogy post consulting steps | Talogy | Dependent on each job family timeline |
| Configuration | • Lockdown Browser to be enabled<br>• Scoring to be completed by Talogy<br>• No Candidate Feedback Report, unless required by DOJ which shall be subject to additional costs. | Talogy & Nassau | |

***Talogy Client Site and Scheduling Workflow Configuration***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Site Configuration | • Candidate Custom Field: To be provided by Talogy post consulting steps<br>• Username: Candidate Talogy UserName field to be utilized | Talogy | Per Project Timeline |
| Workflow Configuration | • Workflows based on job family testing schedules<br>• Test Length – dependent by job family and consulting steps<br>• Emails to candidates regarding scheduling and appointment details may be sent from the Talogy system, if Nassau desires. | Talogy | Per Project Timeline |



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***Pre-Event Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Testing Locations | Locations of test centers will be established well in advance of scheduled testing dates and in coordination with both Talogy and Nassau project management teams.<br><br>Upon Nassau's security of Test Center Locations, Nassau shall promptly provide Talogy with a Network Diagram of location outlining the following:<br>• Access points;<br>• Wireless frequencies;<br>• Wireless standards being utilized | Talogy/ Nassau | Per Project Timeline |
| Testing Center Set-up | • Will be dependent on roles and duties assigned between Talogy and Nassau team members. | Talogy/ Nassau | Per Project Timeline |
| Testing Center Connectivity | • Nassau shall provide Internet network connectivity at each of the testing locations<br>• The parties shall agree on connectivity set up. | | |
| Excel File | Nassau will be conducting the application process and determining approvals for candidates qualified to test for the given job family assessments. Additionally, as Nassau is owning the scheduling of candidates at given locations, then those details will need to be sent to Talogy in advance, no later than 30 days prior to the exam date, and Talogy will require an excel file with the following details per candidate:<br>• Location Name and Address, Date and Time Scheduled<br>• Candidate First Name<br>• Candidate Last Name<br>• Candidate Phone Number<br>• Candidate Email Address<br>• Unique Identifier | Nassau | Per Project Timeline |

***Event Day Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Session Duration | • Check-in Period = Dependent on candidate test volume per administration<br>• Exam Time Period = Dependent on final assessment solutions per job family<br>• Check-out Period = Dependent on candidate test volume per administration | Talogy & Nassau | Per Project Timeline |



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| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Material Onsite Delivery | • Ziplock bags for candidate personal belongings (Nassau)<br>• All permitted materials for exam to be provided by Talogy and/or candidate depending on final requirements (e.g., pencils, reference books)<br>• Parties shall maintain the security of the materials they are responsible for providing during the testing process. (i.e., Test Centers, Network Connections, materials, etc.)<br>• Materials will be specified at the time of administration and are dependent on final assessment solution | Talogy, Nassau, & Candidates | Per Project Timeline |
| Candidate Breaks | • Candidate food breaks are not permitted during testing<br>• Restroom access will be permitted<br>• Proctor check-in/out and monitoring will be provided for restroom breaks | Talogy & Nassau | Per Project Timeline |
| Fingerprinting | • Is not required at the time of candidate check in | Nassau | Per Project Timeline |
| Candidate Identification | • Candidate photos will not be captured during test check-in and administration<br>• Acceptable forms of identification are as follows: State issued driver's license, State issued identification card, US government issued Passport, US government issued Military Identification Card, US government issued Alien Registration Card, Employer ID with photo or Student ID with photo | Talogy | Per Project Timeline |
| Certification of Attendance | • If Nassau requires, candidates must present a valid Admissions Notice as sent to them by Nassau prior to the testing event.<br>• Electronic or physical copies will be allowed | Nassau | Per Project Timeline |
| Proctors | • Provision of proctors for testing events will be determined by Nassau and organized with Talogy accordingly<br>• Proctors will be expected to attend in person or virtually a proctor training prior to each test administration | Talogy & Nassau | Per Project Timeline |
| COVID-19 Requirements | • Candidates and staff must abide by local government COVID-19 protocols at the time of the event | All | Per Project Timeline |
| Candidate Reschedule | • Nassau will manage candidate reschedule outside of the Talogy solution<br>• Nassau and Talogy to agree on reschedule policies prior to the event | Nassau | Per Project Timeline |



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| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Accommodations | • Nassau will manage accommodation requests outside of the Talogy solution | Nassau | Per Project Timeline |
| Electronic Devices | • Once the candidate has been checked in all electronic devices must be turned off<br>• Candidates are not permitted to use devices once within the test site including, but not limited to, cellular phones, smart watches, recording devices, beepers, pagers, cameras, or portable media players<br>• Vendor will provide in person technical support staff and on call technical support staff on all days Exam is administered | All | |
| Test Center Security Protocols | • Vendor will be responsible for LockDown Browser to be enabled for testing<br>• Nassau's proctors will be trained by vendor on incident and security reporting and other Talogy specific protocol<br>• Nassau's proctors will be monitoring within the testing rooms throughout the administration. | All | |

***Post Event Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Result Scoring | • Scoring will be conducted by Talogy staff post administration<br>• Talogy is responsible for validation requirements in accordance with the Uniform Guidelines<br>• If necessary, upon request of the County or the Department meet with the U.S. Department of Justice. Provide and/or interpret such information or data as their expert reviewers may request | Talogy | Per Project Timeline |
| Incident Reports | • If Talogy is providing proctoring and/or technical support, then Talogy will provide Nassau with a summary of incident reports to Nassau for any incidents reported on the dates of testing | Talogy | Per Project Timeline |
| Document Storage, Collection, and Removal from Javits Center | • Coordinate collection of fingerprint cards, fingerprint pads, physical copies of Admissions Notices, and scratch paper from each test center location and return to Nassau | Nassau | Per Project Timeline |



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# Summary of Consulting Fees

The table below summarizes the proposed consulting fees and associated travel expenses for each position. A more detailed description of the services to be provided for each position follows in Table 2 - Table 6.

| **TABLE 1.1 - SUMMARY OF CONSULTING FEES AND EXPENSES** | | | | |
|---|---|---|---|---|
| **Project Elements** | **Police Officer** | **Police Communications Operator** | **Police Service Aide Trainee** | **Police Sergeant** |
| 1. Project Start-Up, Communication & Coordination | **$21,486.00** | **$13,627.00** | **$13,627.00** | **$20,783.00** |
| 2. Job/Transportability Analysis Update | **NA** | **NA** | **NA** | **$48,385.00** |
| 3. Candidate Preparation Guide* | **Included in LEAB Licensing*** | **$3,605.00** | **$3,605.00** | **$14,379.00** |
| 4. Test Development/ Licensing | **$137,724.00** | **$34,705.00** | **$21,481.00** | **$189,314.00** |
| 5. Scoring | **$13,493.00** | **$8,683.00** | **$8,683.00** | **Included in test development** |
| 6. Make-up Scoring | **$500 per batch for up to 20 candidates for each make up round that needs to be scored (PLUS $25 PER CANDIDATE OVER 20)** | | | |
| 7. Maintenance of Documentation/Reporting | **$4,697.00** | **$3,875.00** | **$3,875.00** | **$9,295.00** |
| **Subtotal Consulting by Position** | **$177,400.00*** | **$64,495.00** | **$51,271.00** | **$282,156.00** |
| **Subtotal Estimated Travel Expenses by Position** (TRAVEL IS DIRECT BILLED) | **$800.00** | **$800.00** | **$800.00** | **$4,500.00** |
| **Total Fees & Expenses by Position** | **$178,200.00*** | **$65,295.00** | **$52,071.00** | **$286,656.00** |
| **Grand Total Consulting Fees and Expenses** (EXCLUDES MAKE-UP SCORING COSTS, ADMINISTRATION FEES AND EXPENSES SUMMARIZED BELOW) | **$582,221.00*** | | | |

*Client opted to include the Cognitive Ability Test Full Tutorial option as a part of candidate preparation for the Police Officer position during the original testing process. We assume that this element will be included in any future administrations as well. This increases the total for the position, and the grand total, by an additional $7,210.



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# Summary of Administration Fees and Expenses

The table below summarizes the proposed administrative fees and associated travel expenses for each position under various scenarios. Additional detail is provided below.

**Administration Fees and Expenses:**
All options include Talogy providing computer equipment, technical support, and project management support.

| TABLE 1.2 - SUMMARY OF ADMINISTRATION FEES AND EXPENSES | | | | | |
|---|---|---|---|---|---|
| | POLICE OFFICER | POLICE COMMUNICATIONS OPERATOR | POLICE SERVICE AIDE TRAINEE | POLICE SERGEANT | GRAND TOTAL BY OPTION |
| **Option A (County)** | **$1,161,000** | **$92,800** | **$75,570** | **$147,600** | **$1,476,970** |
| **Estimated Travel Expenses** | **$4,120** | **$2,070** | **$1,085** | **$2,070** | **$9,345** |
| **TOTAL FEES AND EXPENSES BY POSITION AND OVERALL** | **$1,165,120** | **$94,870** | **$76,655** | **$149,670** | **$1,486,315** |

**Note:** Costs reflect proposed administration services for estimated candidate volumes outlined in Appendix A, page 1. Estimated costs are based on the per candidate rate. Final invoiced administration fees are based on final invited number of candidates to create a firm fixed cost for the event. Additional candidates above the final invited number would be invoiced at the below "per candidate rate."

| TABLE 1.3 – CANDIDATE VOLUME AND PER CANDIDATE RATE FOR ADMINISTRATION FEES | | |
|---|---|---|
| **Role** | **Estimated No. of Candidates** | **Estimated Per Candidate Rate** |
| Police Officer | 12,900 | $90.00 |
| Police Communications Officer | 640 | $145.00 |
| Police Service Aide Trainee | 330 | $229.00 |
| Police Sergeant | 1,200 | $123.00 |



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# TABLE 2 — Entry-Level Police Officer Written Examination

**Job Analysis, Validation, and Examination Development**

| TABLE 2 — PROJECT ELEMENTS | COST |
|---|---|
| **1. Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and the County<br>— Project kickoff meeting<br>— Regular (e.g., monthly) status calls/video meetings<br>▪ Continuous communication and coordination with the County<br>▪ Review of any new or updated documents and data related to the position<br>▪ Refinement of project plan and timeline | **$21,486** |
| **2. Job Analysis/Transportability Analysis**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 2-3 days of on-site observations/interviews of 8-12 incumbents<br>▪ Conduct on-site panel meetings with a sample of 6-10 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Conduct Duty/Ability/Personal Characteristic Survey online or via on-site consensus panel<br>▪ Analyze data collected from SMEs to statistically compare the Nassau County Police Officer profile with the profile for Talogy's general entry-level law enforcement officer position in order to transport criterion-related validity evidence to support the use of the LEAB in the County<br>▪ Produce a job analysis/transportability report<br>**Note.** A job analysis/ transportability analysis would not need to be repeated for at least 5-7 years from the time of the last job analysis. | **NA (see note)** |
| **3. Candidate Preparation Guide Licensing and Production**<br>▪ Provide a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies<br>▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website<br>**NOTE:** See Table 7. Optional Elements for Candidate Tutorial with Practice Test option that County selected to include for Police Officer. | **Included in LEAB Licensing** |
| **4. LEAB Licensing Fees and Administrative Materials**<br>▪ License to use Talogy's proprietary LEAB for all registered applicants who appear to test. Up to six parallel versions of the LEAB will be provided to accommodate multiple days of testing and make-up testing<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Provide one consulting staff on-site for one day (first day of administration) to help oversee administration and address any questions or concerns that arise. (As stated on page 2 #6, three additional Talogy technology and project management staff will be onsite for all days of testing)<br>**NOTES:** This cost includes licensing fees at $10 per candidate assuming 12,900 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 - Summary of Administration Fees and Expenses above, and Table 2 - Exam Administration Fees and Expenses below for costs associated with computers, proctors, and location | **$137,724**<br>(SEE NOTES) |



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| TABLE 2 — PROJECT ELEMENTS | COST |
|---|---|
| **5. Scoring**<br>▪ Produce test/scale scores and implemented selected scoring solution that optimally balances validity and adverse impact concerns.<br>▪ Implement selected pass/fail cut-scores.<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order) | **$13,493** |
| **6. Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon request of the County | **$500 for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪ Prepare an amendment to the original final Technical Report documenting the details specific to the additional administration. Provide the report to Nassau County management.<br>**Note:** This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report. | **$4,697** |

| | |
|---|---|
| **Subtotal Consulting Fees** | **$177,400** (Plus Make-up Scoring Costs) |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Consulting**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume one trip involving one day on-site for Test Administration Oversight/Support | **$800** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$178,200** |

| TABLE 2 — EXAM ADMINISTRATION FEES AND EXPENSES | COST |
|---|---|
| All options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors- Selected by the County | **$1,161,000** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Tech and Project Management Staff**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume one trip involving three days on-site for three staff members for Test Administration Oversight/Support | **$4,120** |
| **TOTAL EXAM ADMINISTRATION FEES AND TRAVEL EXPENSES** | **$1,165,120** |



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# TABLE 3 — Entry-Level Communications Operator Written Examination

**Job Analysis, Validation, and Examination Development**

| TABLE 3 — PROJECT ELEMENTS | COST |
|---|---|
| **1. Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and the County (and DOJ as required)<br>- Project kickoff meeting<br>- Regular (e.g., monthly) status calls/video meetings<br>▪ Continuous communication and coordination with the County<br>▪ Review of any new or updated documents and data related to the position<br>▪ Refinement of project plan and timeline | **$13,627** |
| **2. Job Analysis and Content Validation**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents<br>▪ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Administer Duty/Ability/Personal Characteristic Survey via onsite consensus panel<br>▪ Reconfirm criterion-related validity for the BST and SACS to Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport criterion-related validity evidence to these positions in the County<br>▪ Produce a job analysis/transportability report<br>**Note.** A job analysis would not need to be repeated for at least 5-7 years from the time of the last job analysis unless the County selects to modify the test battery previously implemented. | **NA (see note)** |
| **3. Candidate Preparation Guide Development and Production**<br>▪ Provide a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies<br>▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website | **$3,605** |
| **4. Test Licensing Fees and Administration**<br>▪ License to use Talogy's proprietary tests (BST, SACS) for the County's Police Communications Operator candidates (Note: a single version of each test is available)<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Provide one Talogy consulting staff on-site for one day (first day of administration) to oversee administration and address any questions or concerns that arise. (As stated on page 2 #6, two additional Talogy technology and project management staff will be onsite for all days of testing)<br>**Notes:** This cost includes licensing fees at $40 per candidate assuming 640 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 - Summary of Administration Fees and Expenses above and Table 3 - Exam Administration Fees and Expenses below for costs associated with computers, proctors and location. | **$34,705**<br>**(SEE NOTES)** |



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| TABLE 3 — PROJECT ELEMENTS | COST |
|---|---|
| **5. Scoring**<br>▪ Produce test/scale scores and implement selected scoring solution that optimally balances validity and adverse impact concerns<br>▪ Implement selected pass/fail cut-scores<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order) | **$8,683** |
| **6. Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon the County's request | **$500 for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪ Prepare an amendment to the original final Technical Report documenting the details specific to the additional administration. Provide the report to Nassau County management.<br>**Note:** This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report. | **$3,875** |
| **Subtotal Consulting Fees** | **$64,495** **(Plus Make-Up Scoring Costs)** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Consulting**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume one trip involving one day on-site for Test Administration Oversight/Support | **$800** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$65,295** |

| TABLE 3 — EXAM ADMINISTRATION FEES AND EXPENSES | COST |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$92,800** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Tech and Project Management Staff**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume one trip involving two days on-site for two staff members for Test Administration Oversight/Support | **$2,070** |
| **TOTAL EXAM ADMINISTRATION FEES AND TRAVEL EXPENSES** | **$94,870** |



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# TABLE 4 — Entry-Level Police Service Aide Trainee Written Examination

**Job Analysis, Validation, and Examination Development**

| TABLE 4 — PROJECT ELEMENTS | COST |
|---|---|
| 1. **Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and County (and DOJ as required)<br>– Project kickoff meeting<br>– Regular (e.g., monthly) status calls/video meetings<br>▪ Continuous communication and coordination with the County<br>▪ Review of any new or updated documents and data related to the position<br>▪ Refinement of project plan and timeline | **$13,627** |
| **2. Job Analysis and Content Validation**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents<br>▪ Conduct on-site panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Administer Duty/Ability/Personal Characteristic Survey via on-site consensus panel<br>▪ Reconfirm criterion-related validity for the BST and WorkView/ ServiceView for Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport criterion-related validity evidence to these positions in the County<br>▪ Produce a job analysis/transportability report<br>**Note.** A job analysis would not need to be repeated for at least 5-7 years from the time of the last job analysis unless the County selects to modify the test battery previously implemented. | **NA (see note)** |
| **3. Candidate Preparation Guide Development and Production**<br>▪ Provide a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies<br>▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website | **$3,605** |
| **4. Test Licensing Fees and Administration**<br>▪ License to use Talogy's proprietary tests (BST, WorkView/ Service/View) for the County's Police Service Aide Trainee candidates (Note: a single version of each test is available)<br>▪ Provide one Talogy consulting staff on-site for one day (first day of administration) to oversee administration and address any questions or concerns that arise. (As stated on page 2 #6, one additional Talogy technology and project management staff will be onsite for all days of testing)<br>**Notes:** This cost includes licensing fees at $40 per candidate assuming 330 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 - Summary of Administration Fees and Expenses above and Table 4 – Exam Administration Fees and Expenses below for costs associated with computers, proctors and location. | **$21,481 (SEE NOTES)** |



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| TABLE 4 — PROJECT ELEMENTS | COST |
|---|---|
| **5. Scoring**<br>▪ Produce test/scale scores and implement selected scoring solution that optimally balances validity and adverse impact concerns<br>▪ Implement selected pass/fail cut-scores<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order)<br>▪ Produce Summary of Test Results for each passing candidate. Any individual examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates. | **$8,683** |
| **6. Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon request of County | **$500 for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪ Prepare an amendment to the original final Technical Report documenting the details specific to the additional administration. Provide the report to Nassau County management.<br>**Note:** This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report. | **$3,875** |
| **Subtotal Consulting Fees** | **$51,271** (PLUS MAKE-UP SCORING COSTS) |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Consulting**<br>▪ All travel will be direct billed at cost<br>▪ The estimated travel expenses assume one trip involving one day onsite for Test Administration Oversight/Support | **$800** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$52,071** |

| TABLE 4 — EXAM ADMINISTRATION FEES AND EXPENSES | COST |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$75,570** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Tech and Project Management Staff**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume one trip involving two days on-site for one staff members for Test Administration Oversight/Support | **$1,085** |
| **TOTAL EXAM ADMINISTRATION FEES AND TRAVEL EXPENSES** | **$76,655** |



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# TABLE 5 — Job Analysis, Validation, and Examination Development: Promotional Examination for Sergeant

| TABLE 5 — PROJECT ELEMENTS | COST |
|---|---|
| **1. Project Start-up, Communications and Coordination**<br>■ Project meetings between Talogy and the County (and DOJ as required)<br>– Project kickoff meeting<br>– Regular (e.g., monthly) status calls/video meetings<br>■ Continuous communication and coordination with the County<br>■ Review of any new or updated documents and data related to the position, as well as policies, statutes, consent decree and case law applicable to current promotional selection processes<br>■ Refinement of project plan and timeline | **$20,783** |
| **2. Job Analysis Update and Test Plan Specification**<br>■ Review updated or new data & documentation from the County<br>■ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>■ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and update the task list<br>■ Administer Duty/Knowledge/Competency update survey via onsite consensus panel<br>■ Update or confirm test plans and reading lists based on job analysis data<br>■ Prepare a job analysis update report<br>**Note.** A job analysis update should be conducted ahead of each test cycle to ensure that the examination process and content continue to accurately reflect the position's essential responsibilities, knowledge, and competencies. | **$48,385** |
| **3. Candidate Preparation Guide Development and Production**<br>■ Provide a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies<br>■ Securely post the Candidate Preparation Guide and Reading List on the Talogy candidate resources website, and provide a link to the County ensuring availability to all candidates who apply to take the exam | **$14,379** |
| **4. Two-Part -- Written Test Development, Administrative Support and Scoring**<br>■ Develop a custom, two-part written exam consisting of ATK items (Part One) and Competency-based items (Part Two)<br>■ Conduct SME review of written test content for job relevance, accuracy, and clarity<br>■ Perform cultural/gender bias review and reading level analysis on test components<br>■ Finalize test content and load custom tests onto Talogy's computerized test administration platform<br>■ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>■ Provide one Talogy consulting staff on-site for one day (first day of administration) to oversee administration and address any questions or concerns that arise. (As stated on page 2 #6, two additional Talogy technology and project management staff will be onsite for all days of testing)<br>■ Following administration, produce component and overall (composite) exam scores using appropriate standardization and weighting based on the results of the job analysis<br>■ Review appeals and provide recommendations for final disposition of the County | **$189,314** |



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| TABLE 5 — PROJECT ELEMENTS | COST |
|---|---|
| ▪ Recommend pass/fail cut-scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order)<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce Summary of Test Results for each passing candidate. Any individual promotion examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates.<br>**Notes:** As an option, a second version of each exam can be requested for use in make-up administrations (not included in the cost reported here). The alternate version may be comprised of the same items and alternatives presented in a different order, cosmetically modified items, entirely new but parallel items, or some combination of all three approaches. Cost estimates can be provided upon request. | |
| **5. Scoring costs included as part of Element 4.** | |
| **6. Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon request of County | **$500 for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪ Prepare a final Technical Report documenting all promotional examination procedure design, validation, implementation and results. Provide the report to Nassau County management.<br>**Note:** We anticipate a full technical report due to the custom nature of the Sergeant promotional process. This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report. | **$9,295** |
| **Subtotal Consulting** | **$282,156** (PLUS MAKE-UP SCORING COSTS) |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Consulting**<br>▪ All travel will be direct billed<br>▪ The estimated travel expenses assume four (4) trips involving six (6) days on-site for Job Analysis activities, Test Development/Review, and Test Administration oversight | **$4,500** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$286,656** |



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| TABLE 5 — EXAM ADMINISTRATION FEES AND EXPENSES | COST |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$147,600** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses for Tech and Project Management Staff**<br>▪ All travel will be direct-billed at cost<br>The estimated travel expenses assume one trip involving two days on-site for two staff members for Test Administration Oversight/Support | **$2,070** |
| **TOTAL EXAM ADMINISTRATION FEES AND TRAVEL EXPENSES** | **$149,670** |



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# TABLE 6 — Cognitive Ability Test

| **Cognitive Ability Test Full Tutorial for Police Officer** | **COST** |
|---|---|
| ▪ Provide a web-based candidate tutorial, including a stand-alone 24-item Cognitive Ability practice test with answers and explanations. The tutorial materials will be posted on Talogy's Candidate Resources website.<br><br>**Note.** Client did select this element for inclusion during the previous testing process for Police Officer. | **$7,210** with a 24-item practice test |

# TABLE 7 - Optional Elements

| **TABLE 7— OPTIONAL ELEMENTS*** | |
|---|---|
| **Local Criterion-Related Validation Study**<br>▪ Recommend a plan to recruit a stratified sample of incumbents by race/ethnicity, gender, assignment, and tenure for participation in the validation study based on data provided by the County<br>▪ Develop performance appraisal rating materials and produce incumbent written test materials<br>▪ Conduct incumbent testing sessions over the course of 1-2 weeks<br>▪ Conduct rater training and collect supervisory performance ratings on participating incumbents online (two supervisors per incumbent where possible)<br>▪ Analyze local validity/adverse impact data in conjunction with historical validation data to derive local scoring models<br>▪ Document validation study procedures and results in a validation report<br>▪ Provide all requirements so the County can identify facilities and equipment needed for incumbent testing, identify supervisors to make performance ratings, and schedule incumbents and supervisors for testing and rating sessions | **$32,000** (COMMUNICATION OPERATOR AND SERVICE AIDE TRAINEE)<br><br>**$51,100** (POLICE OFFICER) |
| **Cognitive Ability Practice Test Only for Police Officer**<br>▪ If desired, the County may adopt only the standalone 12 or 24-item practice test with answers/explanations and post it in the same way as the full tutorial<br>**Note:** Cost applies to the initial contract year. If needed, a license to reuse the same practice test is $500 or $1,000 per contract year for the 12 and 24-item practice tests, respectively. | **$1,500** for 12-item practice test only (FOR THE FIRST CONTRACT YEAR)<br><br>**$3,000** for 24-item practice test only (FOR THE FIRST CONTRACT YEAR) |

*Note: Additional options of interest to the County will be addressed on a case-by-case basis and can be adopted through a written contract amendment outlining the specifications, terms and pricing mutually agreed to and signed by the County and Talogy.

**Invoicing**: Talogy will invoice County monthly. Invoices will detail the portion of each project element conducted each month and include receipts for invoiced expenses.

# Live Remote Proctoring: Description and Pricing

The True Talent platform allows candidates to securely test from virtually anywhere, via laptop or desktop, while monitored by a proctor in real time. The True Talent platform is compatible with any modern Windows or macOS computer with a working webcam, microphone, and internet connection. We do not currently support smartphones, pure tablets, or Chrome Books.

Our remote proctoring system, policies, and procedures ensure that all exams are appropriately monitored and adhere to testing policies and any additional policies specified by Nassau County. Our Live Remote tool has a built-in secure browser with customization options. The browser is designed to be both non-invasive and highly effective at preventing candidates from using their computers to cheat or distribute exam questions. The security features can block access to other browsers, screen sharing, screen recording, remote access, virtual machines, chat tools, communication tools, hot keys, copy/paste, right mouse-click menus, dual/extended monitors, and much more.

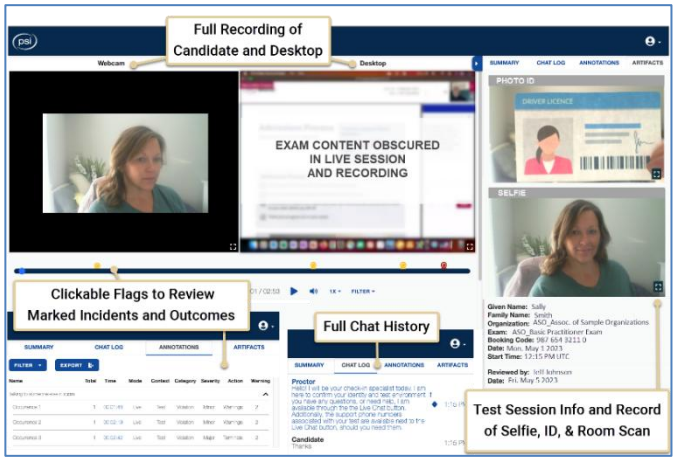
Live Remote proctors are trained on standard proctored protocols along with client specific business that must be adhered to as part of their respective testing program(s). The entire exam session is monitored by a live proctor, who will focus on the candidate's actions and surroundings. The proctor can view and hear the candidate, but the candidate cannot view or hear the proctor. All communication between the proctor and candidate is limited to type chat. We have found that chat is superior to video/audio for ESL (English as a second language) candidates and minimizes biases and distractions. It also uses less bandwidth during the exam, resulting in lower minimum internet speed requirements. Proctors cannot see test content, as it is obscured in their system view.

Proctors are trained to take a "see something, say something" approach, meaning they flag any potential violation. But that doesn't mean a candidate is notified or disrupted with every flag. Our system has an Intelligent Incident Handling feature that relies on Nassau County-generated rules to determine what action the flag triggers and, ultimately, how the situation should be handled. Candidates will only be warned about actions that Nassau County has prohibited.

While we have decided not to rely on AI (artificial intelligence) as many vendors do, we have implemented an important second layer of vigilance with technology that supports the proctor. They are equipped with tools that alert them to suspicious movements (e.g., continual looking off-screen) and noises (e.g., someone talking).

Talogy will work with Nassau County to establish exam rules and desired outcomes for infractions. Nassau will determine the severity of an offense, with minor infractions presenting an on-screen warning to the candidate and major violations resulting in immediate exam termination. As mentioned, our proctors are trained to flag any potential violation, but Intelligent Incident Handling within the system looks to your rules to determine what action the flag triggers.

**Image 1.0**
**of test session**



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# TABLE 8 – Remote Testing

| TABLE 8 – REMOTE TESTING ELEMENTS | EST. COST |
|---|---|
| Set-up solution: PM support, system integration, proctor program training | $26,500 (one-time) |
| System Maintenance (out years) | $3500 (annual) |

Note: Final scope for remote testing can be adopted through a written contract amendment outlining the specifications, terms and pricing mutually agreed to and signed by the County and Talogy.

| Remote Proctor Fee Schedule - Live Online Proctoring | |
|---|---|
| **Test Length Duration** | **Fee Per Candidate 2026** |
| Up to 1 hour | $40.00 |
| 2 hours | $65.00 |
| 3 hours | $87.00 |
| 4 hours | $117.00 |
| 5 hours | $142.00 |
| 6 hours | $168.00 |

| Remote Proctor No Show Fee Schedule - Live Online Proctoring (1/2 of Attendance Fee) | |
|---|---|
| **Test Length Duration** | **Fee Per Candidate 2026** |
| Up to 1 hour | $20.00 |
| 2 hours | $32.50 |
| 3 hours | $43.50 |
| 4 hours | $58.50 |
| 5 hours | $71.00 |
| 6 hours | $84.00 |

***These per candidate fees are based on continuous testing model. For 'event' type of testing, there will be some variance that can be quoted based on the program requirements. These per candidate fees also assume the use of off-shore proctors.**



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# Additional Pricing Terms Related to All Categories

For the purpose of the Cost Proposal, it is understood that this project will occur under court oversight. Should additional litigation support services or work beyond project scope be required, the engagement agreement in effect at the time the litigation support or additional work is requested will be used to negotiate rates and policies. Talogy's current engagement agreement for litigation support and work beyond the project scope appears below.

## Talogy Engagement Agreement for Litigation Support & Work Beyond Project Scope

**1. Litigation Support**

Except where Vendor is deemed to be negligent, or named as a defendant any activity proposed during the course of the contract that: a) is quasi-legal in nature (e.g., activities performed in response to oversight from a court-appointed attorney/expert or oversight agency such as the Department of Justice pursuant to litigation and associated court requirements) including, but not limited to, supplementary data transfers, data analyses, reports, meetings and conference calls; or b) is related to existing or pending litigation at the time this Agreement is entered into (e.g., Expert Witness services, Fact Witness services) will be billed at the hourly rates specified in this Agreement, subject to the payment terms listed above.

> By Way of Example: Litigation Support will kick in for items requested out of the ordinary for the DOJ, i.e., if Talogy holds a meeting to explain results to the County and DOJ is present too, Talogy will not charge, but if Talogy is required to schedule extra meetings with DOJ and must provide additional data and analyses, Talogy will charge.

When providing litigation support, Talogy bills by the hour, at rates commensurate with the skills of its staff, as set forth in the Fee Schedule below. Talogy organizes client work in such a way as to attempt to minimize the cost to the client, while still meeting exacting standards of timeliness and professionalism. Expenses such as normal copying, communications (phone, fax, and e-mail) and so forth are included in the hourly rates. Large copy jobs, shipping, and travel expenses are billed separately.-No surcharge is added to out-of-pocket expenses.

| LITIGATION SUPPORT FEE SCHEDULE | |
|---|---|
| **Lead Testifying/Consulting Expert (Dr. Rick Jacobs)** | **$600/hour** |
| **Associate Testifying and Consulting Experts** | **$450/hour** |
| **Senior Statistician/Data Manager** | **$350/hour** |
| **Principal Consultants/Managing Consultants/Directors** | **$350/hour** |
| **Consultants and Senior Consultants** | **$250-$300/hour** |
| **Associate Statistician** | **$250/hour** |
| **Associate Consultants** | **$150-$200/hour** |

Any questions about bills or requests for additional information, will be addressed in a timely manner. The County will use best efforts to notify Talogy of any questions or requests within 60 days of receiving an invoice.

**2. Work Beyond Project Scope**

Any activity proposed during the course of the contract, that a) falls outside the scope of activities covered under the existing contract, and requires any substantial use of consultant resources, and b) does NOT involve litigation related activities, will be billed at a fixed price or hourly rate established through the mutual consent of the consultant and client, and the existing contract will be amended, in writing, or a new contract will be entered. Whenever possible, activities subject to this requirement will be identified by Talogy and approved by the client, in writing, before performing any such activity.



CONFIDENTIAL

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Talogy Inc**

**2. Amount requiring NIFA approval:** $2,221,346.00

**Amount to be encumbered:** $2,221,346.00

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: 05/01/2026 to 04/30/2028**

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 % | 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:**

Nassau County solicited proposals to design, develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County. This is a renewal of the contract so that Civil Service and the PD can offer more tests.

**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 |
|---|---|---|
| CQPR23000001 | 01/18/2023 | $0.00 |

## 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 06/15/2026

***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:
David Annunziata [DAVID.ANNUNZIATA@TALOGY.COM]

Dated: 05/19/2026 02:39:48 pm

Vendor: Talogy

Title: SVP

Docusign Envelope ID: BA4DBD33-F4C4-879B-8377-FEFB956510CF

**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: Jamie Vigrass
   Date of birth: 9 March, 1972
   Home address: 263 Hersham Road
   City: Walton-On-Tmaes State/Province/ Territory: Surrey Zip/Postal Code: KT12 5PZ
   Country: United Kingdom

   Business Address: As home 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 | Chief Operating Officer | | |
| (Other) | | | |

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

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

Docusign Envelope ID: BA4DBD33-F4C4-879B-8377-FEFB956510CF

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.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [✓] If yes, provide an explanation of the circumstances and corrective action taken.

Docusign Envelope ID: BA4DBD33-F4C4-879B-8377-FEFB956510CF

I, Jamie Vigrass , 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, Jamie Vigrass , 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.

Talogy

Name of submitting business

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

Signed by: Jamie Vigrass 29DD6EE1F302457...

Chief Operating Officer

Title

24 June 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: Daniel Joseph Ryan McGrew
   Date of birth: 06/28/1986
   Home address: 2620 N Lakewood Ave
   City: Chicago State/Province/Territory: IL Zip/Postal Code: 60614
   Country: US

   Business Address: 5700 Corporate Drive, Suite 300
   City: Pittsburgh State/Province/Territory: PA Zip/Postal Code: 15237
   Country US
   Telephone: 877-449-8378

   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 | 02/25/2025 |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | 11/03/2025 |
| Chief Financial Officer | 02/25/2025 | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Less than 10%.

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.

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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 Joseph Ryan McGrew , 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 Joseph Ryan McGrew , 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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Talogy Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel Joseph Ryan McGrew DAN.MCGREW@TALOGY.COM

Chief Financial Officer

Title

05/28/2026 03:09:59 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: Russell Becker
   Date of birth: 08/01/1968
   Home address: 6610 S Face Circle

   City: Lincoln | State/Province/ Territory: NE | Zip/Postal Code: 68512
   Country: US

   Business Address: 5700 Corporate Dr. Ste 300

   City: Pittsburgh | State/Province/ Territory: PA | Zip/Postal Code: 15237
   Country US
   Telephone: 317-814-8800

   Other present address(es):

   City: Venice | State/Province/ Territory: | Zip/Postal Code: 34293
   Country: US
   Telephone: 7037282156

   List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 10/01/2024 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 10/01/2024 | 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.
   Shares owned pursuant to LTIP

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, Russell Becker , 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, Russell Becker , 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.

Talogy Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Russell Becker RUSS.BECKER@TALOGY.COM

CEO

Title

05/28/2026 11:07:05 am

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: 05/28/2026

1) Proposer's Legal Name: Talogy, Inc.

2) Address of Place of Business: 5700 Corporate Drive, #300

City: Pittsburgh State/Province/ Territory: PA Zip/Postal Code: 15237

Country: US

3) Mailing Address (if different): N/A

City: N/A 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: 09-527-9311

5) Federal I.D. Number: 22-2202359

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 would abide by the terms of the Agreement as it pertains to Conflicts of Interest.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [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;

12/15/1977

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.

Lifelong Learner Holdings, LLC 5700 Corporate Drive, Pittsburgh, PA 15237

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

Russ Becker, CEO and Dan McGrew, CFO. 5700 Corporate Drive, Pittsburgh, PA 15237

iv) State of incorporation (if applicable);

NJ

v) The number of employees in the firm;

2800

vi) Annual revenue of firm;

300000000

vii) Summary of relevant accomplishments

45 years partnering with State & Local government entities to successfully deliver civil service and public safety assessment programs. NYPD, FDNY, City of New York, Massachusetts State Police, City of Los Angeles, City of Memphis are a few of the many clients that we work with on a continual basis to help support their testing programs.

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

B. Indicate number of years in business.

76

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

Please review cover letter of RFP, as that outlines our experience, etc.

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 | Suffolk County, NY | | |
| Contact Person | Stanley Pelc | | |
| Address | North County Complex-Building 158 | | |
| City | Hauppauge | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 853-5179 | | |
| Fax # | | | |
| E-Mail Address | stanley.pelc@suffolkcounty.gov | | |

| | |
|---|---|
| Company | Commonwealth of Massachusetts |
| Contact Person | Regina Caggiano and/or Brianna Ward |

| | | | |
|---|---|---|---|
| Address | 100 Cambridge St. Suite 600 | | |
| City | Boston | State/Province/Territory | MA |
| Country | US | | |
| Telephone | (617) 878-9794 | | |
| Fax # | | | |
| E-Mail Address | regina.caggiano@state.ma.us | | |

| | | | |
|---|---|---|---|
| Company | Delaware State Police | | |
| Contact Person | Captian Benjamin Parsons | | |
| Address | 100 Enterprise Place Suite 4 | | |
| City | Dover | State/Province/Territory | DE |
| Country | US | | |
| Telephone | (302) 739-5982 | | |
| Fax # | | | |
| E-Mail Address | benjamin.parsons@deleware.gov | | |

I, David Annunziata , 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, David Annunziata , 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: Talogy

Electronically signed and certified at the date and time indicated by:
David Annunziata DAVID.ANNUNZIATA@TALOGY.COM

SVP, Government Solutions
Title

05/28/2026 03:28:46 pm
Date

*STATE OF NEW JERSEY*
*DEPARTMENT OF TREASURY*
*FILING CERTIFICATION (CERTIFIED COPY)*
*0100053066*

*TALOGY, INC.*

*I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 17th dav of March. 2022*

*Elizabeth Maher Muoio*
*State Treasurer*

*Certificate Number: 143776695*

*Verify this certificate online at*

*https://www.njportal.com/DOR/businessrecords/Validate.aspx*

LNA

FILED
MAR 16 2022
STATE TREASURER

# AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF CALIPER MANAGEMENT, INC.

*(a New Jersey corporation)*

#0100053066

Pursuant to N.J.S.A. 14A:9-5 of the New Jersey Business Corporation Act, the undersigned corporation hereby executes the following Amended and Restated Certificate of Incorporation:

**FIRST:** The name of the corporation is Talogy, Inc. (the "Corporation ").

**SECOND:** The purpose or purposes for which the Corporation is organized are to engage in any activity within the purposes for which corporations may be organized under the provision of the New Jersey Business Corporation Act (the "NJBCA").

**THIRD:** The aggregate number of shares for which the Corporation shall have authority to issue is one hundred and five (105) shares of Common Stock, no par value.

**FOURTH:** The address of the Corporation's registered office in the State of New Jersey is 100 Charles Ewing Blvd., Suite 160, Ewing, New Jersey 08628, and the name of its registered agent at such address is Corporation Service Company.

**FIFTH:** The number of directors constituting the current Board of Directors shall be 2 and the names and addresses of the Directors are as follows:

| Name | Mailing Address |
|---|---|
| Stephen Tapp | 500 Alexander Park, Ste. 200, Princeton, NJ 08540 |
| Paul Dean | 500 Alexander Park, Ste. 200, Princeton, NJ 08540 |

**SIXTH:** To the full that the laws of the State of New Jersey, as they exist on the date hereof or as they may hereafter be amended, permit the limitation or elimination of the liability of directors and officers, no director or officer of the corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any duty owed to the corporation or its shareholders. Neither the amendment or repeal of this Article nor the adoption of an amendment which is inconsistent with this Article shall apply to or have aby effect on the liability or alleged liability of any director or officer of the corporation for or which respect to any act or omission of such director or officer occurring prior to such amendment, repeal or adoption.

**SEVENTH:** The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of New Jersey, and all rights conferred upon stockholders herein are granted subject to this reservation.

**EIGHTH:** This Amended and Restated Certificate of Incorporation shall become effective upon filing.

* * * * *

**IN WITNESS WHEREOF**, the Corporation has caused this Amended and Restated Certificate of Incorporation to be filed this 15th day of March, 2022.

By: _____
Name: Stephen Tapp
Title: President

# CERTIFICATE REQUIRED TO BE FILED WITH THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Pursuant to N.J.S.A. 14A:9-5(5) of the New Jersey Business Corporation Act, the undersigned corporation hereby executes the following certificate:

**FIRST:** The name of the corporation is Talogy, Inc. (the "Corporation").

**SECOND:** The Amended and Restated Certificate of Incorporation of the Corporation (the "Restated Certificate") was adopted on March 15, 2022.

**THIRD:** At the time of the adoption of the Restated Certificate, the number of shares outstanding was one hundred (100) shares. The total number of shares entitled to vote thereon, and the vote of such shares was:

| Total Number of Shares Entitled to Vote | Number of Shares Voted For | Against | |
|---|---|---|---|
| 100 | 100 | 0 | |

**FOURTH:** This Amended and Restated Certificate restates and integrates and further amends the Certificate of Incorporation of this corporation in its entirety as set forth in the Amended and Restated Certificate of Incorporation.

* * * * *

**IN WITNESS WHEREOF,** this Amended and Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this Corporation in its entirety as set forth in the Amended and Restated Certificate of Incorporation.

Dated this 15th day of March, 2022.

By: _____
Name: Stephen Tapp
Title: President

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

# OMNIBUS WRITTEN CONSENT

**31 October 2025**

The undersigned, being all of the members of the board of directors or board of managers (each, a "Board") or the sole member ("Member") of each of the entities listed on Schedules I through VII attached hereto (each, a "Company" and, collectively, the "Companies"), in lieu of holding special meetings of each Board or Member, as applicable, hereby take the following actions and adopt the following resolutions by written consent (the "Consent"), pursuant to each Company's bylaws or limited liability company agreement, as applicable, and the applicable laws of the jurisdictions in which each Company is incorporated or organized, as applicable.

## LIFELONG LEARNER ENTERPRISES, LLC

### REMOVAL AND ELECTION OF OFFICERS

**RESOLVED**, that Christina Gibson, on the event of her resignation on 25 February 2025, is hereby removed from all positions she may hold as an officer of Lifelong Learner Enterprises, LLC, a Delaware Limited Liability company ("LLE, LLC");

**RESOLVED**, that Arous Mouradian, on the event of her resignation on 16 May 2025, is hereby removed as an officer of Lifelong Learner Enterprises, LLC, a Delaware Limited Liability company ("LLE, LLC");

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Lifelong Learner Enterprises, LLC, a Delaware limited liability company ("LLE, LLC").

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 25 February 2025, as Christina Gibson's successor to serve as Chief Financial Officer and Treasurer of LLE, LLC until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of LLE, LLC until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

### RATIFICATION OF OFFICERS

**RESOLVED,** the Board of LLE, LLC hereby affirms that the individuals listed below shall constitute all the officers of LLE, LLC:

| | |
|---|---|
| Chief Executive Officer | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

## LIFELONG LEARNER ENTERPRISES II, LLC

### REMOVAL AND ELECTION OF OFFICERS

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Lifelong Learner Enterprises II, LLC, a Delaware limited liability company ("LLE II, LLC"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of LLE II, LLC until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

### RATIFICATION OF OFFICERS

**RESOLVED,** the Member of LLE II, LLC hereby affirms that the individuals listed below shall constitute all the officers of LLE II, LLC:

| | |
|---|---|
| Chief Executive Officer | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

## LIFELONG LEARNER INTERMEDIATE HOLDINGS, LLC

### REMOVAL AND ELECTION OF OFFICERS

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Lifelong Learner Intermediate Holdings, LLC, a Delaware limited liability company ("Lifelong Learner Intermediate Holdings"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Lifelong Learner Intermediate Holdings until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

### RATIFICATION OF OFFICERS

**RESOLVED**, that the Member of Lifelong Learner Intermediate Holdings hereby affirms that the individuals listed below shall constitute all the officers of Lifelong Learner Intermediate Holdings:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

## LIFELONG LEARNER HOLDINGS, LLC

### REMOVAL AND ELECTION OF OFFICERS

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Lifelong Learner Holdings, LLC, a Delaware limited liability company ("Lifelong Learner Holdings"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Lifelong Learner Holdings until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

### RATIFICATION OF OFFICERS

**RESOLVED**, that the Member of Lifelong Learner Holdings hereby affirms that the individuals listed below shall constitute all the officers of Lifelong Learner Holdings:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

## TALOGY, LLC

### REMOVAL AND ELECTION OF OFFICERS

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Talogy, LLC, a Delaware limited liability company ("Talogy, LLC"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Talogy, LLC until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

### RATIFICATION OF OFFICERS

**RESOLVED**, that the Member of Talogy, LLC hereby affirms that the individuals listed below shall constitute all the officers of Talogy, LLC:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

## SELECT INTERNATIONAL, LLC

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Select International, LLC, a Pennsylvania limited liability company ("Select International"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Select International until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, that the Member of Select International hereby affirms that the individuals listed below shall constitute all the officers of Select International:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

## TALOGY SERVICES, INC.

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Talogy Services, Inc, a Kansas corporation ("Talogy Services, Inc."); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Talogy Services, Inc. until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, that the Board of Talogy Services, Inc. hereby affirms that the individuals listed below shall constitute all the officers of Talogy Services, Inc.:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

## PERFORMANCE ASSESSMENT NETWORK, INC.

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Performance Assessment Network, Inc., a Delaware corporation ("PAN"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of PAN until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, the Board of PAN hereby affirms that the individuals listed below shall constitute all the officers of PAN:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

## INSTITUTE FOR PERSONALITY AND ABILITY TESTING, INC.

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer Institute for Personality and Ability Testing, Inc., a Delaware corporation ("IPAT"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of IPAT until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, that the Board of IPAT hereby affirms that the individuals listed below shall constitute all the officers of IPAT:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

## TALOGY, INC.

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Talogy, Inc., a New Jersey corporation ("Talogy, Inc."); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Talogy, Inc. until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, that the Board of Talogy, Inc. hereby affirms that the individuals listed below shall constitute all the officers of Talogy, Inc.:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

## CALIPER INTERNATIONAL, INC.

**REMOVAL AND ELECTION OF OFFICERS**

**RESOLVED**, that Kristin Lebovic, with effect from 31 October 2025, is hereby removed from all positions she may hold as an officer of Caliper International, Inc., a New Jersey corporation ("Caliper International"); and

**RESOLVED**, that Daniel J McGrew is hereby elected, with effect from 31 October 2025, as Kristin Lebovic's successor to serve as Secretary of Caliper International until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

**RATIFICATION OF OFFICERS**

**RESOLVED**, the Board of Caliper International hereby affirms that the individuals listed below shall constitute all the officers of Caliper International:

| | |
|---|---|
| Chief Executive Officer, President | Russell Becker |
| Chief Financial Officer, Secretary & Treasurer | Daniel J McGrew |

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**GENERAL**

**RESOLVED**, that in order to carry out fully the intent and effectuate the purposes of the foregoing resolutions, each of the chief executive officer, the president, any vice president, the chief financial officer, the treasurer, the secretary, and each other officer of each Company (collectively, the "Responsible Officers" and, each individually, a "Responsible Officer") be, and hereby is, authorized and empowered to take any and all such further actions in the name and on behalf of each Company, and to pay all such fees and expenses, which shall in her or her judgment be deemed necessary, proper or advisable in order to perform each Company's obligations under or in connection with the transactions contemplated hereby; and

**RESOLVED**, that all actions taken by any of the Responsible Officers of each Company prior to the date of the Consent, which are within the authority conferred hereby, including for the avoidance of doubt any officer or director appointed to her/her position pursuant to the foregoing resolutions acting in such capacity, are hereby in all respects authorized, ratified, confirmed and approved.

The actions taken by the Consent shall have the same force and effect as if taken at a meeting of each Board or Member, as applicable, duly called and constituted pursuant to the bylaws or limited liability company agreement, as applicable, of each Company and the laws of the state of such Company's incorporation or formation, as applicable. The consent may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

******Signature pages follow******

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING ALL MEMBERS OF THE BOARD OF THE COMPANY LISTED ON SCHEDULE I:**

DocuSigned by:
REEVE WAUD
6981D2B6590C472...
Reeve B. Waud

Matthew Clary

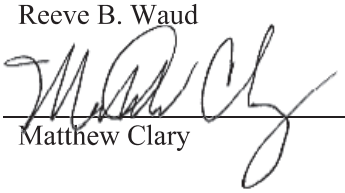
DocuSigned by:
7BDB067E7A34427...
Justin DuPere

DocuSigned by:
David Lowenberg
F144867645C3418...
David Lowenberg

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING ALL MEMBERS OF THE BOARD OF THE COMPANY LISTED ON SCHEDULE I:**

Reeve B. Waud



Matthew Clary

Justin DuPere

David Lowenberg

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING THE SOLE MEMBER OF THE COMPANY LISTED ON SCHEDULE II:**

**LIFELONG LEARNER ENTERPRISES, LLC**

By: Signed by: Russell Becker 28770900ABF548C...
Name: Russell Becker
Title: Chief Executive Officer

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING THE SOLE MEMBER OF THE COMPANY LISTED ON SCHEDULE III:**

**LIFELONG LEARNER ENTERPRISES II, LLC**

Signed by:
By: Russell Becker
28770900ABF548C...
Name: Russell Becker
Title: Chief Executive Officer

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING THE SOLE MEMBER OF THE COMPANY LISTED ON SCHEDULE IV:**

**LIFELONG LEARNER INTERMEDIATE HOLDINGS, LLC**

Signed by:
By: Russell Becker
28770900ABE548C...
Name: Russell Becker
Title: Chief Executive Officer

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned have executed the Consent as of the date first written above.

**BEING THE SOLE MEMBER OF THE COMPANY LISTED ON SCHEDULE V:**

**LIFELONG LEARNER HOLDINGS, LLC**

Signed by:
By: Russell Becker
28770900ABF548C...
Name: Russell Becker
Title: Chief Executive Officer

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned has executed the Consent as of the date above first written.

**BEING ALL OF THE MEMBERS OF THE BOARD OF EACH OF THE COMPANIES LISTED ON SCHEDULE VI:**

Signed by:
Russell Becker
28770900ABF548C...
Russell Becker

Signed by:
Daniel J McGrew
AD38B5D07150457...
Daniel J McGrew

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

**IN WITNESS WHEREOF**, the undersigned has executed the Consent as of the date above first written.

**BEING THE SOLE MEMBER OF THE COMPANY LISTED ON SCHEDULE VII:**

**TALOGY, INC**

Signed by:
By: Russell Becker
2877090DABF548C...
Name: Russell Becker
Title: Chief Executive Officer

Docusign Envelope ID: 28D9AE7D-D195-4774-B8BA-E1162061B5C2

SCHEDULE I

1. Lifelong Learner Enterprises, LLC, a Delaware limited liability company

SCHEDULE II

1. Lifelong Learner Enterprises II, LLC, a Delaware limited liability company

SCHEDULE III

1. Lifelong Learner Intermediate Holdings, LLC, a Delaware limited liability company

SCHEDULE IV

1. Lifelong Learner Holdings, LLC, a Delaware limited liability company

SCHEDULE V

1. Talogy, LLC, a Delaware limited liability company

SCHEDULE VI

1. Talogy, Inc., a New Jersey corporation
2. Caliper International, Inc., a New Jersey corporation
3. Institute for Personality and Ability Testing, Inc., a Delaware corporation
4. Performance Assessment Network Inc., a Delaware corporation
5. Talogy Services, Inc., a Kansas corporation

SCHEDULE VII

1. Select International, LLC, a Pennsylvania limited liability company

COUNTY OF NASSAU

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

1. Name of the Entity: Talogy, Inc.

Address: 5700 Corporate Drive #300

City: Pittsburgh State/Province/Territory: FL Zip/Postal Code: 15237

Country: US

2. Entity's Vendor Identification Number: 22-2202359

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 | Jamie | | | | |
| Last Name | Vigrass | | | | |
| MI | | Suffix | | | |
| Address | 5700 Corporate Drive #300 | | | | |
| City | Pittsburgh | State/Province/ Territory: | PA | Zip/Postal Code: | 15237 |
| Country | US | | | | |
| Position | Chief Operating Officer | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Name | Dan | | | | |
| Last Name | McGrew | | | | |
| MI | | Suffix | | | |
| Address | 5700 Corporate Drive #300 | | | | |
| City | Pittsburgh | State/Province/ Territory: | PA | Zip/Postal Code: | 15237 |
| Country | US | | | | |
| Position | Chief Financial Officer | | | | |

| | |
|---|---|
| First Name | Russ |
| Last Name | Becker |
| MI | Suffix |

| | | | | | |
|---|---|---|---|---|---|
| Address | 5700 Corporate Drive #300 | | | | |
| City | Pittsburgh | State/Province/ Territory: | PA | Zip/Postal Code: | 15237 |
| Country | US | | | | |
| Position | Chief Exec. 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.

Talogy, Inc. Same address as above

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.

Talogy, Inc., Lifelong Learner Holdings.

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):

N/A

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

N/A

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

N/A

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

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

knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
David Annunziata [DAVID.ANNUNZIATA@TALOGY.COM]

Dated: 03/28/2026 09:52:48 pm

Title: SVP, Government Solutions

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2026

6/1/2027

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<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>8110 E Union Ave., Ste. 100<br>Denver CO 80237<br>denver-certs@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1560212<br>Lifelong Learner Holdings, LLC<br>611 N. Brand Boulevard<br>10th Floor<br>Glendale, CA 91203 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Berkley National Insurance Company — 38911<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 21923932 **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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | N | TCP 7029145-11 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>[X] HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS ONLY | N | N | TCP 7029145-11 | 6/1/2026 | 6/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | N | N | TCP 7029145-11 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 15,000,000<br>$ 15,000,000<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | TWC 7029146-11 | 6/1/2026 | 6/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

*** See Page 2 ***

**CERTIFICATE HOLDER**

21923932
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

**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

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Nassau County is Additional Insured(s) as per the attached endorsement or policy language.

2026-2027

Domestic Additional Named Insured Schedule

Lifelong Learner Intermediate Holdings, LLC

Lifelong Learner Holdings, LLC

Talogy, LLC

Talogy Services Inc.

Performance Assessment Network, Inc.

Talogy, Inc

Institute for Personality and Ability Testing, Inc.

Caliper International, Inc

Select International, LLC

Caliper Management Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

**SCHEDULE OF COVERAGE EXTENSIONS**

| | | | |
|---|---|---|---|
| A. | Additional Insured Lessors of Leased Equipment | L. | Duties in the Event of Occurrence, Offense, Claim or Suit |
| B. | Additional Insured Owners, Managers or Lessors of Premises | M. | Expected or Intended Injury or Damage (Property Damage) |
| C. | Additional Insured - Primary and Non-contributory | N. | Damage to Premises Rented To You |
| D. | Additional Insured Vendors | O. | Medical Payments |
| E. | Additional Insured Written Contract or Agreement | P. | Non-owned Aircraft |
| F. | Aggregate Limit Per Location | Q. | Non-owned Watercraft |
| G. | Amateur Athletic Participants | R. | Newly Acquired or Formed Organizations |
| H. | Bodily Injury Definition | S. | Supplementary Payments |
| I. | Broadened Named Insured | T. | Unintentional Omission |
| J. | Damage to Property Borrowed Equipment, Customer Goods, Use of Elevators | U. | Waiver of Subrogation - Blanket |
| K. | Good Samaritan Services | | |

**A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

**B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.



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**C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your 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 that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business. The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
   a. Any express warranty not authorized by you;
   b. Any change in "your products" made by such vendor;
   c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
   d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
   e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; r
   f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. An person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" :

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**F. AGGREGATE LIMIT PER LOCATION**

**1.** Under **Section III - Limits Of Insurance,** the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.



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**2.** Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

**1.** "Bodily injury" to:

a. A co- your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or

b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

**2.** "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

a. A co- your "employee" or "volunteer worker"; or

b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or an "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

**H. BODILY INJURY**

Under **Section V - Definitions** the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

**J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

**1.** Under **Section I - Coverages**, **Coverage A**, **Bodily Injury and Property Damage Liability**, paragraph **2.**, **Exclusions**, item **j.**, **Damage To Property** is amended as follows:

a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

b. The exclusions for:

(1) Property loaned to you;

(2) Personal property in the care, custody or control of the insured; and

(3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or cupy.

**2.** Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is $25,000 per "occurrence".

**3.** Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your remises for the purpose of being:

**a.** Repaired; or


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**b.** Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

**K. GOOD SAMARITAN SERVICES**

1. Under **Section II - Who Is Insured**, paragraph **2.**, item **d.**, the following is added:

   This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

2. Under **Section V - Definitions**, the following definition is added:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, paragraph **2.**, **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

**1.** The requirements that you must:

a. Notify us of an "occurrence" offense, claim or "suit"; and

b. Send us documents concerning a cla or "suit" apply only when such accident claim, "suit" or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer of the corporation or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

**2.** The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

**M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)**

Under **Section I - Coverages**, **Coverage A**, **Bodily Injury And Property Damage Liability**, paragraph **2.**, **Exclusions**, item **a.**, **Expected Or Intended Injury**, is deleted and replaced by the following:

**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" or "property damage" resulting from the use of reasonable force to protect persons or property.

**N. DAMAGE TO PREMISES RENTED TO YOU**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

2. The paragraph immediately after Sub-paragraph **j.(6)** of Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) 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**.



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3. Paragraph **6.** of **Section III - Limits Of Insurance** is deleted and replaced by the following:

   **6.** Subject to Paragraph **5.** above, the greater of:

   a. $500,000; or

   b. The Damage To Premises Rented To You Limit shown in the Declarations;

   is the most we will pay under Coverage **A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

   **(ii)** That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:

   **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, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

**O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages**, **Coverage C**, **Medical Payments**, paragraph **1.**, **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is $15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C**, **Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages**, **Coverage A**, **Bodily Injury and Property Damage Liability**, item **2.**, **Exclusions**, item **g.**, **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
   a. Hired, chartered or loaned with a paid crew; and
   b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured**, is amended as follows:

   To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

   a. to a co- of the person operating the watercraft; or

   c. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A**, **Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.


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**R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the end of the current policy period.

**S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages**, **Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to $2,500; and
   The limit for reasonable expenses incurred by the "insured" is amended to $500 a day. 1.

**T.**
**UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.


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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

## DEPARTMENT OF SHARED SERVICES

To: Robert Cleary, Chief Procurement and Compliance Officer

From: Allison Malhame, Chief Deputy Commissioner AM

Date: June 8, 2026

Subject: Talogy Contract Amendment #1 Delay Memo

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Amendment #1 to Talogy's contract (#CQPR23000001) submission to the Legislature for approval was delayed due to the time it took for Talogy to return the signed amendment, update their vendor disclosure forms, and for the amendment to receive required approvals in the contract routing system.

ONE WEST STREET - MINEOLA, NEW YORK 11501-4895
Telephone: 516-571-3072

CONTRACT FOR SERVICES

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 **Department of Shared Services,** having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) **Talogy, Inc.**, having its principal office at 611 N. Brand Blvd., Glendale, California 91203 (the "Contractor").

WITNESSETH:

WHEREAS, The County and the Department entered into a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures; and

WHEREAS, the County issued a Request for Proposals ("RFP") #PR0627-2223 dated June 27, 2022, seeking to hire an independent and qualified consultant to develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department (the "Department") and the Civil Service Commission of Nassau County (the "Commission"); and

WHEREAS, the Contractor, having submitted a proposal in response to the RFP and a subsequent best and final offer, desires to perform the services described in this Agreement; and

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

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

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 1, 2023, and shall terminate on April 30, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, that the Department may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods, for a possible total term of five (5) years. The decision to renew will be at the sole discretion of the Department. Per Appendix A, Cost Overview and Summary p. 1, item 3, In the event the County seeks to adopt one or both extension years, Talogy reserves the right to apply a CPI adjustment of 3% to each contract extension, subject to Department approval.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of, but not be limited to:

The Contractor will produce and validate written examinations for the Department that do not have discriminatory impacts upon all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures. Contractor endeavors to eliminate or minimize disparate impact and treatment for all services or deliverables hereunder upon any group falling within any protected classification as identified by any equal employment opportunity law, however denominated, of any

provide the County with (i) a written examination for the promotional examination, (ii) procedures to administer the written examination, (iii) scoring interpretation and record keeping associated with use of the new written examination, (iv) recommendations for using the tests as part of the overall selection process, (v) technical documentation to address the Uniform Guidelines requirements, including the completion of a content validation study and written report on that study, (vi) descriptions of all technical phases of the project should they be challenged by individual applicants or by any Federal or State enforcement agency, and (vii) reasonable defense of any claims, actions, suits or any litigation brought in connection with the services described herein, per the terms outlined in Appendix A, Additional Pricing Terms Related to All Categories: Talogy Engagement Agreement for Litigation Support and Work Beyond Project Scope.

Items outlined in Appendix A, Section 2 Tables 2-6 are included in the Contractor's services required to be provided under this Agreement and are not part of any additional pricing terms. Discussions and meetings with Department of Justice regarding test validation are also included in the Contractor's services required to be provided under this Agreement and are not part of any additional pricing terms.

**C. Test Date Timeline and Scoring Results:**

Sergeant Promotional Exam – within six months of the effective date of this contract.

Police Officer – within three months following the administration of the Sergeant Promotional Exam.

Police Communications Operator – within six months of the effective date of this contract.

Police Service Aide Trainee – within six months of the effective date of this contract.

All test results are to be provided within approximately 2-4 weeks of administering said exam to allow for necessary data cleanup and exploration of scoring models that optimally balance validity and adverse impact reduction concerns. This time frame excludes, where applicable, additional time required for resolution of demographic or test data irregularities not controlled by Contractor, time required to conduct appeal processes (i.e., Sergeant), and time required to coordinate meetings to consult with the County and DOJ to review results and collaborate on scoring decisions.

Nassau County reserves the right to change the test date timeline, as necessary. In the event of any changes to timeline as requested by Nassau County, the Contractor shall review such requested changes to understand impact. Additionally, in the event any changes affect the pricing and/or the outlined scope within this Agreement, the parties may agree, subject to County approval, that it may be subject to additional scoping and a separate Statement of Work.

Contractor reserves the right to a reasonable change or extension of the timeline due to delays not attributable to Contractor.

Additional engagement deliverables and assumptions are included in Appendix A.

(3) Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Two Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety-Four ($2,778,894.00) Dollars (the "Maximum Amount") which shall be payable either in accordance to the terms outlined in Appendix A, or monthly for project elements and for reimbursement of Contractor's reasonable travel expenses necessary for the performance of its obligations upon presentation of invoices documenting such expenses as outlined in Appendix A.

The Contractor shall only invoice for actual work authorized and completed and shall submit invoices on a schedule provided by the County and as set forth in (d).

Final payment under Appendix A will be contingent upon completion of the Project. Completion will be determined by and in the sole and absolute discretion of the County and /or the Department. The determination of completion will be primarily based upon the Justice Department deeming the test valid, and such determination will not be unreasonably withheld.

(b) Encumbrance. Contractor acknowledges that the County will encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Two Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety-Four ($2,778,894.00) Dollars.

(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. Invoices will detail the portion of each project element conducted each month and include receipts for invoiced expenses.

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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 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 Agreement 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"). Email or facsimile copy of the confidentiality agreement is acceptable. Document may be electronically signed. 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. 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 Works"). Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, internal use license to use such Contractor Works during the term of this Agreement. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program; assessments and associated job analysis instruments, candidate preparation programs and assessor training programs and templates, including those associated with the Police Officer exam and other proprietary exams used for other entry level positions; 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 the 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. County shall own the rights to all works including final reports, Sergeant Promotional Exam, and all other exams specifically created for the County under this Agreement.

(c) Except to the extent otherwise specified in a Schedule and with the exception of County-specific data, County-specific test content, and County-specific test results, Talogy will own and retain all title and interest in all work performed and materials, products, and deliverables developed or prepared under this Agreement and derivatives thereof, and all IP Rights. "IP Rights" means rights in all ideas, tests, content, know-how, techniques, technical information, designs, processes, improvements, trade secrets, patents, copyrights, trademarks, trade names, trade dress and related applications and registrations therefore, and all other intellectual property rights, owned by or licensed to Talogy as of the date of, or developed in connection with, this Agreement. Any reports, documents, data, photographs, deliverables, and/or other material that are not and do not include Contractor Works, produced solely and specifically for County as outlined in 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.

(g) Contractor agrees to extend the term of the non-exclusive license in Section 8(a) for Contractor Works solely for the purposes that County may conduct a supplemental exam process for military applicants that may present themselves after any exam date and/or in compliance with New York State, and other Federal, Local, or State Law.

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

10. 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, including Losses in connection with any investigation, litigation or other proceeding where Contractor is reasonably deemed to be negligent, at fault or in default; 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) In the event of such a claim or suit as described in Section 10 (e), the Contractor shall promptly and diligently defend, and County shall cooperate in the defense of 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 where Contractor is reasonably deemed to be negligent, at fault or in default.

(c)Contractor hereby (i) assumes all risk, danger and personal injury to Contractor's employees and Contractor's Agents arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages from personal injuries to Contractor employees and Contractor's Agents arising out of or in connection with this Agreement. Without limiting the liability of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

(d) 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.

(e) Nothing herein shall be construed to extend Contractor's liability to any hiring decisions made by the County. Subject to Section 2(a) of this Agreement, Contractor's liability under indemnifications shall include, but is not limited to, any and all claims arising out of the content and substance of the exams, including acts or omissions of Contractor's employees, subcontractors, or agents, test instructions, test programing and software, and all other materials and instrumentalities provided by the Contractor.

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

11. 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is

impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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. 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.

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 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;(ii) the time specified in any other provision of this Agreement; and (iii) any shorter time period as provided by Law.

16. 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.

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 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.

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 following order of priority shall apply, starting with first priority and ending with last priority:

A. Terms and conditions set forth above the signature page of this Agreement;
B. Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
C. Exhibit A: Confidentiality Agreement;

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. The Contractor 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 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.

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 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.

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, the Contractor and the County have executed this Agreement as of the Effective Date.

**TALOGY, INC.**

By: _____

Name: Paul Dean

Title: Chief Financial Officer

Date: March 28th, 2023

**NASSAU COUNTY**

By: _____

ARTHUR T. WALSH
Chief Deputy County Executive

Name:

Title: County Executive

☐ Deputy County Executive

Date: 5-23-23

PLEASE EXECUTE IN BLUE INK

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On 3/28/2023 before me, Angie M. Daly Notary Public.
*Date* *Here Insert Name and Title of the Officer*

personally appeared Paul Dean
*Name(s) of Signer(s)*

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

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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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 the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the 23 day of May 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 Nassau; that he or she is the 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.

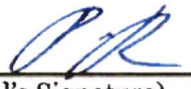
NOTARY PUBLIC

ANTONIO J. COMPARETTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6282907
Qualified in Nassau County
Commission Expires May 28, 2023

# EXHIBIT A

## Confidentiality Agreement

I Paul Dean (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor **Talogy, Inc.** (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 grant writing 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.



(Individual's Signature)

Paul Dean

(Individual's Printed Name)

Talogy, Inc.

(Entity for which Individual is an employee or agent)

March 28th, 2023

(Date)

## 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"), Counsel hereby certifies the following:

1. The chief financial officer of Contractor is:

Paul Dean (Name)

611 N. Brand Blvd., 10th Floor, Glendale, CA 91203 (Address)

(626) 616-1835 (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.

3/28/2023
Dated

Signature of Chief Financial Officer

Paul Dean
Name of Chief Financial Officer

Sworn to before me this

_____ day of _____, 20__.

_____
Notary Public

See attached

**CALIFORNIA JURAT** **GOVERNMENT CODE § 8202**

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 28th day of March, 2023, by

*Date* *Month* *Year*

(1) Paul Dean

(and (2) _____),

*Name(s) of Signer(s)*

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

*Place Notary Seal and/or Stamp Above*

Signature _____

*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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## APPENDIX A
## Services to be Provided and Project Elements
***Talogy will provide monthly invoices for the portion of work completed each month***

# Cost Overview and Summary

This section summarizes the services and associated costs. In deriving these costs, the following assumptions have been made:

1. Proposed costs for each position cover a single administration of the examination process for each position, plus certain make up fees associated with military applicants. Proposed Cost assumes brick and mortar proctored testing only. Consulting fees for make-up scoring as outlined in Section 6 of Tables 2-5 below, apply only when the exact same test is given and do not include development of alternate forms that don't already exist as part of the main test. Make-up scoring costs also do not include administrative fees for make-up candidates
2. If the County seeks additional full administrations for any position within the initial, three-year term, Talogy will provide a cost estimate based on the subset of activities that must be repeated (plus any new activities to be added) for subsequent administrations. That is, job analyses, transportability studies, and validation studies may not need to be repeated or may require only updating for the next testing cycle, depending on the timeframe for future exams.
3. In the event the County seeks to adopt one or both extension years, Talogy reserves the right to apply a CPI adjustment of 3% to each contract extension, subject to Department approval.
4. Cost estimates, were derived using candidate volumes similar to those observed in previous examination processes as reported in Addendum #1 as follows:
    - Police Officer: 15,700
    - Police Communications Operator: 350
    - Police Service Aide Trainee: 160
    - Police Sergeant: 730

    These volumes provide the basis for test licensing fees, where applicable. In other words, the County will be charged per candidate test licensing fees (where applicable) ONLY for candidates who appear to test; the County will not be charged test licensing fees for applicants who do not appear.

    However, for the test administration, pricing is based on the volume of expected applicants (i.e., seats allocated), not the volume of candidates who appear on the testing day, as we must plan to provide a test seat, equipment, proctor, etc. for every individual who applies,

regardless of whether they appear to test. Actual volume of applicants may differ, and administrative pricing will increase or decrease based on the number of applicants County provides at time of test center configuration. (a) County shall provide a firm number of applicants forty-five (45) days prior to exam date. Contractor shall base volume and invoice based on the number provided by the County thirty days prior to the exam date.

5. Computer based test administration of the examinations – this includes Talogy providing computer equipment, technical support, and project management support. If necessary, paper test administration can be made available, where applicable; if this option is adopted, Contractor may provide a revised cost estimate

    - Option A (County): County is responsible for test locations and proctors – **Selected by the County**

6. Two Talogy consulting staff will be onsite (except only one for Police Service Aide Trainee due to lower candidate volume) to help oversee the test administration for each position and address any questions or concerns that arise. For the Police Officer examination, five additional Talogy technology and project management staff will be onsite for all days of testing. Fees for consultants are included in the Consulting Fee section for each position; fees for technology and project management staff are included in the Administration Fee section for each position.

7. The cost is based upon a) the scope of work outlined in the proposal, b) the timeline presented, and c) projected applicant and candidate volume. It is assumed that any hard copy preparation guides will be provided in bulk to the County for distribution to candidates; the proposed costs do not include the cost to mail guides to individual candidates. Talogy will also provide a printable file of the preparation guides to the County if the County chooses to print the preparation guides in-house.

Talogy has a number of options for reducing costs that the County can opt for such as providing all preparation guides online rather than in hard copy format or printing them in-house. The costs can be updated to reflect any cost reduction options.

User Acceptance Testing – for configuration/custom solutions:

- If Client is unable to complete the project during the agreed timeline and Talogy release cycle, the project is subject to being pulled from the release and slotted for a future Talogy release following another Amended Appendix which outlines the remaining steps.
- Client is expected to use best efforts to complete all User Acceptance Testing ("UAT") efforts during the project release timeline allocated
- UAT is for the Client to confirm the agreed upon requirements have been met, and not for Client to provide any further changes to those requirements.
- If Client fails to complete project during agreed timeline, Client shall still be responsible for Fees as outlined under the Fee Section.
- If project is pulled from release or if Client believes during UAT that additional changes need to be made, Client may be subject to additional fees under an Amended Appendix that outlines Client's remaining steps.

Project Assumptions:

- The solution does not include customized features or functionality specific for Client

- In the event client decides to cancel any testing event in which Contractor has already secured accommodations for, Client shall be responsible for all fees related to such cancellation.
- Below please find our standard tables that outline high-level milestones and project tasks per event. These are subject to change by mutual agreement between the Contractor and the Department.

| Component | Detail |
|---|---|
| Assessment | Enter in job families |
| Client Site and Candidate Journey | Workflow configuration |
| Proctored Onsite Event(s) | Dates, Times, and Locations to be determined based on coordination with client. |

***Assessment Configuration Components***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Assessment Content | • To be provided by Talogy post consulting steps | Talogy | Dependent on each job family timeline |
| Configuration | • Lockdown Browser to be enabled<br>• Scoring to be completed by Talogy<br>• No Candidate Feedback Report, unless required by DOJ which shall be subject to additional costs. | Talogy & Nassau | |

***Talogy Client Site and Scheduling Workflow Configuration***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Site Configuration | • Candidate Custom Field: To be provided by Talogy post consulting steps Username: Candidate Talogy UserName field to be utilized | Talogy | Per Project Timeline |
| Workflow Configuration | • Workflows based on job family testing schedules<br>• Test Length - dependent by job family and consulting steps<br>• Emails to candidates regarding scheduling and appointment details may be sent from the Talogy system, if Nassau desires. | Talogy | Per Project Timeline |

***Pre-Event Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Testing Locations | Locations of test centers will be established well in advance of scheduled testing dates and in coordination with both Talogy and Nassau project management teams. Upon Nassau's security of Test Center Locations, Nassau shall promptly provide Talogy with a Network Diagram of location outlining the following:<br>• Access points;<br>• Wireless frequencies;<br>• Wireless standards being utilized | Talogy/Nassau | Per Project Timeline |
| Testing Center Set-up | • Will be dependent on roles and duties assigned between Talogy and Nassau team members. | Talogy/Nassau | Per Project Timeline |
| Testing Center Connectivity | • Nassau shall provide Internet network connectivity at each of the testing locations<br>The parties shall agree on connectivity set up. | | |
| Excel File | Nassau will be conducting the application process and determining approvals for candidates qualified to test for the given job family assessments. Additionally, as Nassau is owning the scheduling of candidates at given locations, then those details will need to be sent to Talogy in advance, no later than 30 days prior to the exam date, and Talogy will require an excel file with the following details per candidate:<br>• Location Name and Address, Date and Time Scheduled<br>• Candidate First Name<br>• Candidate Last Name<br>• Candidate Phone Number<br>• Candidate Email Address<br>• Unique Identifier | Nassau | Per Project Timeline |

***Event Day Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Session Duration | • Check-in Period = Dependent on candidate test volume per administration<br>• Exam Time Period = Dependent on final assessment solutions per job family<br>• Check-out Period = Dependent on candidate test volume per administration | Talogy & Nassau | Per Project Timeline |
| Material Onsite Delivery | • Ziplock bags for candidate personal belongings (Nassau)<br>• All permitted materials for exam to be provided by Talogy and/or candidate depending on final requirements (e.g., pencils, reference books)<br>• Parties shall maintain the security of the materials they are responsible for providing during the testing process. (ie. Test Centers, Network Connections, materials, etc.)<br>• Materials will be specified at the time of administration and are dependent on final assessment solution ,. | Talogy, Nassau, & Candidates | Per Project Timeline |
| Candidate Breaks | • Candidate food breaks are not permitted during testing<br>• Restroom access will be permitted<br>• Proctor check-in/out and monitoring will be provided for restroom breaks | Talogy & Nassau | Per Project Timeline |
| Fingerprinting | • Is not required at the time of candidate check in | Nassau | Per Project Timeline |
| Candidate Identification | • Candidate photos will not be captured during test check-in and administration<br>• Acceptable forms of identification are as follows: State issued driver's license, State issued identification card, US government issued Passport, US government issued Military Identification Card, US government issued Alien Registration Card, Employer ID with photo or Student ID with photo | Talogy | Per Project Timeline |
| Certification of Attendance | • If Nassau requires, candidates must present a valid Admissions Notice as sent to them by Nassau prior to the testing event. | Nassau | Per Project Timeline |

| | | | |
|---|---|---|---|
| | • Electronic or physical copies will be allowed | | |
| Proctors | • Provision of proctors for testing events will be determined by Nassau and organized with Talogy accordingly<br>• Proctors will be expected to attend in person or virtually a proctor training prior to each test administration | Talogy & Nassau | Per Project Timeline |
| COVID-19 Requirements | • Candidates and staff must abide by local government COVID-19 protocols at the time of the event | All | Per Project Timeline |
| Candidate Reschedule | • Nassau will manage candidate reschedule outside of the Talogy solution.<br>• Nassau and Talogy to agree on reschedule policies prior to the event | Nassau | Per Project Timeline |
| Accommodations | • Nassau will manage accommodation requests outside of the Talogy solution | Nassau | Per Project Timeline |
| Electronic Devices | • Once the candidate has been checked in all electronic devices must be turned off. Candidates are not permitted to use devices once within the test site including, but not limited to, cellular phones, smart watches, recording devices, beepers, pagers, cameras, or portable media players<br>• Vendor will provide in person technical support staff and on call technical support staff on all days Exam is administered. | All | |
| Test Center Security Protocols | • Vendor will be responsible for LockDown Browser to be enabled for testing.<br>• Nassau's proctors will be trained by vendor on incident and security reporting and other Talogy specific protocol.<br>• Nassau's proctors will be monitoring within the testing rooms throughout the administration. | All | |

***Post Event Items***

| Function | Comments | Responsible Party | Timeframe |
|---|---|---|---|
| Result Scoring | • Scoring will be conducted by Talogy staff post administration | Talogy | Per Project Timeline |

| | | | |
|---|---|---|---|
| | • Talogy is responsible for validation requirements in accordance with the Uniform Guidelines<br>• If necessary, upon request of the County or the Department meet with the U.S. Department of Justice. Provide and/or interpret such information or data as their expert reviewers may request.<br>• | | |
| | | | |
| Incident Reports | • If Talogy is providing proctoring and/or technical support, then Talogy will provide Nassau with a summary of incident reports to Nassau for any incidents reported on the dates of testing | Talogy | Per Project Timeline |
| Document Storage, Collection, and Removal from Javits Center | • Coordinate collection of fingerprint cards, fingerprint pads, physical copies of Admissions Notices, and scratch paper from each test center location and return to Nassau | Nassau | Per Project Timeline |

# Summary of Consulting Fees

The table below summarizes the proposed consulting fees and associated travel expenses for each position. A more detailed description of the services to be provided for each position follows in Table 2 - Table 6.

| TABLE 1.1 SUMMARY OF CONSULTING FEES AND EXPENSES | | | | |
|---|---|---|---|---|
| **Project Elements** | **Police Officer** | **Police Communications Operator** | **Police Service Aide Trainee** | **Police Sergeant** |
| 1. Project Start-Up, Communication & Coordination | **$29,800.00** | **$18,900.00** | **$18,900.00** | **$28,825.00** |
| 2. Job/Transportability Analysis | **$42,980.00** | **$29,600.00** | **$29,600.00** | **$58,720.00** |
| 3. Candidate Preparation Guide | **$39,375.00** | **$7,875.00** | **$7,400.00** | **$29,745.00** |
| 4. Test Development/Licensing | **$173,940.00** | **$31,680.00** | **$22,480.00** | **$183,800.00** |
| 5. Scoring | **$26,200.00** | **$16,860.00** | **$16,860.00** | **Included in test development** |
| 6. Make-up Scoring | **$500 per batch for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) | | | |
| 7. Maintenance of Documentation/Reporting | **$15,200.00** | **$12,540.00** | **$12,540.00** | **$15,040.00** |
| **Subtotal Consulting by Position** | **$327,495.00** | **$117,455.00** | **$107,780.00** | **$316,130.00** |
| **Subtotal Estimated Travel Expenses by Position** (TRAVEL IS DIRECT BILLED) | **$20,160.00** | **$11,750.00** | **$11,750.00** | **$12,970.00** |
| **Total Fees & Expenses by Position** | **$347,655.00** | **$129,205.00** | **$119,530.00** | **$329,100.00** |
| **Grand Total Consulting Fees and Expenses** (EXCLUDES MAKE-UP SCORING COSTS, ADMINISTRATION FEES AND EXPENSES SUMMARIZED BELOW) | **$925,490.00** | | | |

## Summary of Administration Fees and Expenses

The table below summarizes the proposed administrative fees and associated travel expenses for each position under various scenarios. Additional detail is provided below.

**Administration Fees and Expenses:**
All options include Talogy providing computer equipment, technical support, and project management support.

| TABLE 1.2 - SUMMARY OF ADMINISTRATION FEES AND EXPENSES | | | | | |
|---|---|---|---|---|---|
| | **POLICE OFFICER** | **POLICE COMMUNICATIONS OPERATOR** | **POLICE SERVICE AIDE TRAINEE** | **POLICE SERGEANT** | **GRAND TOTAL BY OPTION** |
| **Option A (County)** | **$1,358,563.00** | **$49,327.00** | **$35,481.00** | **$86,771.00** | **$1,530,142.00** |

**Note:** Costs reflect services to be provided for anticipated candidate volumes. Although fees will not be charged on a per candidate fee basis, it is informative to consider that costs for Option A average $90 per candidate.

## TABLE 2. — Entry-Level Police Officer Written Examination

**Job Analysis, Validation, and Examination Development:**

| TABLE 2 — PROJECT ELEMENTS | COST |
|---|---|
| **1. Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and the County (and DOJ as required)<br>— Project kickoff meeting<br>— Regular (e.g., monthly) status calls/video meetings<br>— Quarterly on-site meetings, as required<br>▪ Continuous communication and coordination with the County<br>▪ Review of existing documents and data related to the positions<br>▪ Refinement of project plan and timeline | **$29,800** |
| **2. Job Analysis/Transportability Analysis**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 2-3 days of on-site observations/interviews of 8-12 incumbents<br>▪ Conduct on-site panel meetings with a sample of 8-12 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Conduct Duty/Ability/Personal Characteristic Survey online<br>▪ Analyze data collected from SMEs to statistically compare the Nassau County Police Officer profile with the profile for Talogy's general entry-level law enforcement officer position in order to transport criterion-related validity evidence to support the use of the LEAB in the County<br>▪ Produce a job analysis/transportability report | **$42,980** |
| **3. Candidate Preparation Guide Licensing and Production**<br>▪ Provide a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies | **$39,375** |

| | |
|---|---|
| ▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website<br><br>▪ Provide hard copies to the County for distribution to all registered applicants<br>NOTE: This cost can be eliminated if the guide is made available online only and hard copies are not required. See Table 6. Optional Elements for additional candidate preparation activities that may be of interest to the County, including practice cognitive ability tests and an online candidate tutorial. | |
| **4. LEAB Licensing Fees and Administrative Materials**<br>▪ License to use Talogy's proprietary LEAB for all registered applicants who appear to test. Six parallel versions of the LEAB will be provided to accommodate multiple days of testing and make-up testing<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Provide two consulting staff on-site for two days (test site installation and first day of administration) to help oversee administration and address any questions or concerns that arise as stated on page 2 #6 "For the Police Officer examination, five additional Talogy technology and project management staff will be onsite for all days of testing."<br>NOTES: This cost includes licensing fees at $10 per candidate assuming 15,700 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above, and Table 2 – Exam Administration Fees and Expenses below for costs associated with computers, proctors, and location | **$173,940**<br><br>(SEE NOTES) |
| **5. Scoring**<br>▪ Produce test/scale scores and identify a scoring solution that optimally balances validity and adverse impact concerns based on the County's candidate populations and our candidate/incumbent databases and program of criterion-related validity research.<br>▪ Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations. Subject to US DOJ approval.<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) Produce Summary of Test Results for Background Investigation | **$26,200** |
| **6. Make-up Scoring**<br><br>▪ Provide materials and produce scores for make-up candidates upon request of the County | **$500 for up to 20 candidates for each make up round that needs to be scored**<br>(PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪ ▪ Prepare a final Technical Report documenting all promotional examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process. | **$15,200** |

| | |
|---|---|
| Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required. | |
| **Subtotal Consulting Fees** | **$327,495** (Plus Make-up Scoring Costs) |
| **Subtotal Estimated, Direct-Billed, Travel Expenses**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume 14 trips involving 20-24 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities, and Test Administration Oversight/Support | **$20,160** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$347,655** |

| **TABLE 2 — EXAM ADMINISTRATION FEES AND EXPENSES** | **COST** |
|---|---|
| All options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors- Selected by the County | **$1,358,563** |

# TABLE 3. — Entry-Level Communications Operator Written Examination

**Job Analysis, Validation, and Examination Development:**

| TABLE 3 — PROJECT ELEMENTS | COST |
|---|---|
| **1. Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and the County (and DOJ as required)<br>▪ Project kickoff meeting<br>▪ Regular (e.g., monthly) status calls/video meetings<br>▪ Quarterly onsite meetings, as required<br>▪ Continuous communication and coordination with the County<br>▪ Review of existing documents and data related to the positions<br>▪ Refinement of project plan and timeline | **$18,900** |
| **2. Job Analysis and Content Validation**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents<br>▪ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Administer Duty/Ability/Personal Characteristic Survey via consensus panel<br>▪ Transport criterion-related validity for the BST, Viewpoint, and SACS to Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport criterion-related validity evidence to these positions in the County<br>▪ Produce a job analysis/transportability report | **$29,600** |
| **3. Candidate Preparation Guide Development and Production**<br>▪ Develop a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies<br>▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website<br>▪ Provide hard copies to the County for distribution to all registered applicants<br>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required. | **$7,875** |
| **4. Test Licensing Fees and Administration**<br>▪ License to use Talogy's proprietary tests (BST, Viewpoint, SACS) for the County's Police Communications Operator candidates (Note: a single version of each test is available)<br>▪ Includes modification of BST "Following Oral Directions" test<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Provide two Talogy consulting staff on-site for two days (test site installation and first day of administration) to oversee administration and address any questions or concerns that arise | **$31,680**<br><br>**(SEE NOTES)** |

| | |
|---|---|
| Notes: This cost includes licensing fees at $40 per candidate assuming 350 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above and Table 3 – Exam Administration Fees and Expenses below for costs associated with computers, proctors and location. | |
| **5. Scoring**<br>▪ Produce test/scale scores and identify scoring solution that optimally balances validity and adverse impact concerns based on the County's candidate populations and our candidate/incumbent databases and program of criterion-related validity research.<br>▪ Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) | **$16,860** |
| **6. Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon the County's request | **$500 for up to 20 candidates for each make up round that needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| **7. Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪<br>▪ Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process.<br>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required. | **$12,540** |
| **Subtotal Consulting Fees** | **$117,455 (Plus Make-Up Scoring Costs)** |
| **Subtotal Estimated, Direct-Billed, Travel Expenses**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume 9 trips involving 9-14 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities and Test Administration Oversight/Support. | **$11,750** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$129,205** |

| **TABLE 3 — EXAM ADMINISTRATION FEES AND EXPENSES** | **COST** |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |

| | |
|---|---|
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$49,327** |

## TABLE 4. — Entry-Level Police Service Aide Trainee Written Examination

**Job Analysis, Validation, and Examination Development:**

| TABLE 4 — PROJECT ELEMENTS | COST |
|---|---|
| 1. **Project Start-up, Communications and Coordination**<br>▪ Project meetings between Talogy and County (and DOJ as required)<br>– Project kickoff meeting<br>– Regular (e.g., monthly) status calls/video meetings<br>– Quarterly onsite meetings, as required<br>▪ Continuous communication and coordination with the County<br>▪ Review of existing documents and data related to the positions<br>▪ Refinement of project plan and timeline | **$18,900** |
| 2. **Job Analysis and Content Validation**<br>▪ Review historical data, consent decree, and applicable policies and laws<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents<br>▪ Conduct on-site panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Administer Duty/Ability/Personal Characteristic Survey via consensus panel<br>▪ Transport criterion-related validity for the BST and Viewpoint, to Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport<br>criterion-related validity evidence to these positions in the County<br>▪ Produce a job analysis/transportability report | **$29,600** |
| 3. **Candidate Preparation Guide Development and Production**<br>▪ Develop a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies<br>▪ Post the Candidate Preparation Guide securely on Talogy's candidate resources website | **$7,400** |

| | |
|---|---|
| ▪ Provide hard copies to the County for distribution to all registered applicants<br>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required. | |
| 4. **Test Licensing Fees and Administration**<br>▪ License to use Talogy's proprietary tests (BST, Viewpoint) for the County's Police Service Aide Trainee candidates (Note: a single version of each test is available)<br>▪ Includes modification of BST "Following Oral Directions" test<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Provide one Talogy consulting staff on-site for two days (test site installation and first day of administration) to oversee administration and address any questions or concerns that arise<br>Notes: This cost includes licensing fees at $40 per candidate assuming 160 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above and Table 4 – Exam Administration Fees and Expenses below for costs associated with computers, proctors and location. | **$22,480**<br>(SEE NOTES) |
| 5. **Scoring**<br>▪ Produce test/scale scores and identify scoring solution that optimally balances validity and adverse impact concerns based on the County's candidate populations and our candidate/incumbent databases and program of criterion-related validity research<br>▪ Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.)<br>▪ Produce Summary of Test Results for each passing candidate. Any individual examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates. | **$16,860** |
| 6. **Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon request of County | **$500 for up to 20 candidates for each make up round that** |

| | |
|---|---|
| | **needs to be scored** (PLUS $25 PER CANDIDATE OVER 20) |
| 7. **Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules<br>▪<br>▪ Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process.<br>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required. | **$12,540** |

| | |
|---|---|
| **Subtotal Consulting Fees** | **$107,780** PLUS MAKE-UP SCORING COSTS |
| **Subtotal Estimated, Direct-Billed, Travel Expenses**<br>▪ All travel will be direct-billed at cost<br>▪ The estimated travel expenses assume 9 trips involving 9-14 days onsite for Project Start-Up/Communication/Coordination (as requested), Job Analysis and Test Administration Oversight/Support | **$11,750** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$119,530** |

| **TABLE 4 — EXAM ADMINISTRATION FEES AND EXPENSES** | **COST** |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$35,481** |

# TABLE 5. — Job Analysis, Validation, and Examination Development: Promotional Examination for Sergeant

| TABLE 5 — PROJECT ELEMENTS | COST |
|---|---|
| 1. Project Start-up, Communications and Coordination<br>▪ Project meetings between Talogy and the County (and DOJ as required)<br>– Project kickoff meeting<br>– Regular (e.g., monthly) status calls/video meetings<br>– Quarterly on-site meetings, as required<br>▪ Continuous communication and coordination with the County<br>▪ Review of existing documents and data related to the positions, as well as policies, statutes, consent decree and case law applicable to current promotional selection processes<br>▪ Refinement of project plan and timeline | **$28,825** |
| 2. Job Analysis and Test Plan Specification<br>▪ Review existing data & documentation from the County and recommend preliminary task & KSAO lists<br>▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc.<br>▪ Conduct 2-3 days of on-site observations/interviews of 8-12 incumbents<br>▪ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists<br>▪ Administer Duty/Knowledge/Competency survey online<br>▪ Recommend test plans and reading lists based on job analysis data<br>▪ Prepare a job analysis report | **$58,720** |
| 3. **Candidate Preparation Guide Development and Production**<br>▪ Develop a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies<br>▪ Provide hard copies for distribution by the County<br>▪ Securely post the Candidate Preparation Guide and Reading List on the Talogy candidate resources website, and provide a link to the County ensuring availability to all candidates who apply to take the exam<br>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required. | **$29,745** |
| 4. **Two-Part -- Written Test Development, Administrative Support and Scoring** | **$183,800** |

| | |
|---|---|
| ▪ Develop a custom, two-part written exam consisting of ATK items (Part One) and Competency-based items (Part Two)<br>▪ Conduct SME review of written test content for job relevance, accuracy, and clarity<br>▪ Perform cultural/gender bias review and reading level analysis on test components<br>▪ Finalize test content and load custom tests onto Talogy's computerized test administration platform<br>▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms<br>▪ Following administration, produce component and overall (composite) exam scores using appropriate standardization and weighting based on the results of the job analysis<br>▪ Review appeals and provide recommendations for final disposition of the County<br>▪ Recommend pass/fail cut-scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations<br>▪ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.)<br>▪ Produce relevant adverse impact analyses and other summary statistics<br>▪ Produce Summary of Test Results for each passing candidate. Any individual promotion examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates.<br>Notes: As an option, a second version of each exam can be requested for use in make-up administrations (not included in the cost reported here). The alternate version may be comprised of the same items and alternatives presented in a different order, cosmetically modified items, entirely new but parallel items, or some combination of all three approaches. Cost estimates can be provided upon request. | |
| 5. **Scoring costs included as part of Element 4.** | |
| 6. **Make-up Scoring**<br>▪ Provide materials and produce scores for make-up candidates upon request of County | **$500 for up to 20 candidates for each make up round that needs to be scored**<br>(PLUS $25 PER CANDIDATE OVER 20) |
| 7. **Maintenance of Project Documentation/Formal Reporting**<br>▪ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules | **$15,040** |

| | |
|---|---|
| ▪ Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process.<br>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required. | |

| | |
|---|---|
| **Subtotal Consulting** | **$316,130**<br>PLUS<br>MAKE-UP<br>SCORING<br>COSTS |
| **Subtotal Estimated, Direct-Billed, Travel Expenses**<br>▪ All travel will be direct-billed<br>▪ The estimated travel expenses assume 10 trips involving 15-16 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities, Test Development/Review, and Test Administration oversight | **$12,970** |
| **TOTAL CONSULTING FEES AND TRAVEL EXPENSES** | **$329,100** |

| **TABLE 5 — EXAM ADMINISTRATION FEES AND EXPENSES** | **COST** |
|---|---|
| All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc. | |
| **Option A** (County) — County handles test locations and proctors – Selected by the County | **$86,771** |

## TABLE 6.— Cognitive Ability Test

| | |
|---|---|
| **Cognitive Ability Test Full Tutorial for Police Officer**<br>▪ Provide a web-based candidate tutorial, including a stand-alone 24-item Cognitive Ability practice test with answers and explanations. The tutorial materials will be posted on Talogy's Candidate Resources website or a secure County website Nassau County is electing to use this. | **$14,000** with a 24-item practice test Nassau County is electing to use this. |

## TABLE 7. Optional Elements

| **TABLE 7— OPTIONAL ELEMENTS*** |
|---|

| | |
|---|---|
| **Local Criterion-Related Validation Study**<br>▪ Recommend a plan to recruit a stratified sample of incumbents by race/ethnicity, gender, assignment, and tenure for participation in the validation study based on data provided by the County<br>▪ Develop performance appraisal rating materials and produce incumbent written test materials<br>▪ Conduct incumbent testing sessions over the course of 1-2 weeks<br>▪ Conduct rater training and collect supervisory performance ratings on participating incumbents online (two supervisors per incumbent where possible)<br>▪ Analyze local validity/adverse impact data in conjunction with historical validation data to derive local scoring models<br>▪ Document validation study procedures and results in a validation report<br>▪ Provide all requirements so the County can identify facilities and equipment needed for incumbent testing, identify supervisors to make performance ratings, and schedule incumbents and supervisors for testing and rating sessions | **$32,000**<br>(COMMUNICATION OPERATOR AND SERVICE AIDE TRAINEE)<br><br>**$51,100**<br>(POLICE OFFICER) |
| **Cognitive Ability Test Full Tutorial for Police Officer**<br>▪ Provide a web-based candidate tutorial, including a stand-alone 12 item Cognitive Ability practice test with answers and explanations. The tutorial materials will be posted on Talogy's Candidate Resources website or a secure County website | **$12,500** with a 12-item practice test; |
| **Cognitive Ability Practice Test Only for Police Officer**<br>▪ If desired, the County may adopt only the standalone 12 or 24-item practice test with answers/explanations and post it in the same way as the full tutorial<br>▪ Cost applies to the initial contract year. If needed, a license to reuse the same practice test is $500 or $1,000 per contract year for the 12 and 24-item practice tests, respectively | **$1,500** for 12-item practice test only (FOR THE FIRST CONTRACT YEAR)<br><br>**$3,000** for 24-item practice test only (FOR THE FIRST CONTRACT YEAR) |

*Note: Additional options of interest to the County will be addressed on a case-by-case basis and can be adopted through a written contract amendment outlining the specifications, terms and pricing mutually agreed to and signed by the County and Talogy.

Invoicing: Talogy will invoice County monthly. Invoices will detail the portion of each project element conducted each month and include receipts for invoiced expenses.

## Additional Pricing Terms Related to All Categories

For the purpose of the Cost Proposal, it is understood that this project will occur under court oversight. Should additional litigation support services or work beyond project scope be required, the engagement agreement in effect at the time the litigation support or additional work is requested will be used to negotiate rates and policies. Talogy's current engagement agreement for litigation support and work beyond the project scope appears below..

### Talogy Engagement Agreement for Litigation Support & Work Beyond Project Scope

**1. Litigation Support**

Except where Vendor is deemed to be negligent, or named as a defendant any activity proposed during the course of the contract that: a) is quasi-legal in nature (e.g., activities performed in response to oversight from a court-appointed attorney/expert or oversight agency such as the Department of Justice pursuant to litigation and associated court requirements) including, but not limited to, supplementary data transfers, data analyses, reports, meetings and conference calls; or b) is related to existing or pending litigation at the time this Agreement is entered into (e.g., Expert Witness services, Fact Witness services) will be billed at the hourly rates specified in this Agreement, subject to the payment terms listed above.

> By Way of Example: Litigation Support will kick in for items requested out of the ordinary for the DOJ, i.e., if Talogy holds a meeting to explain results to the County and DOJ is present too, Talogy will not charge, but if Talogy is required to schedule extra meetings with DOJ and must provide additional data and analyses, Talogy will charge.

When providing litigation support, Talogy bills by the hour, at rates commensurate with the skills of its staff, as set forth in the Fee Schedule below. Talogy organizes client work in such a way as to attempt to minimize the cost to the client, while still meeting exacting standards of timeliness and professionalism. Expenses such as normal copying, communications (phone, fax, and e-mail) and so forth are included in the hourly rates. Large copy jobs, shipping, and travel expenses are billed separately. No surcharge is added to out-of-pocket expenses.

| LITIGATION SUPPORT FEE SCHEDULE | |
|---|---|
| **Lead Testifying/Consulting Expert (Dr. Rick Jacobs)** | **$600/hour** |
| **Associate Testifying and Consulting Experts** | **$450/hour** |
| **Senior Statistician/Data Manager** | **$350/hour** |
| **Principal Consultants/Managing Consultants/Directors** | **$350/hour** |
| **Consultants and Senior Consultants** | **$250-$300/hour** |
| **Associate Statistician** | **$250/hour** |
| **Associate Consultants** | **$150-$200/hour** |

Any questions about bills or requests for additional information, will be addressed in a timely manner. The County will use best efforts to notify Talogy of any questions or requests within 60 days of receiving an invoice.

**2. Work Beyond Project Scope**

Any activity proposed during the course of the contract, that a) falls outside the scope of activities covered under the existing contract, and requires any substantial use of consultant resources, and b) does NOT involve litigation related activities, will be billed at a fixed price or hourly rate established through the mutual consent of the consultant and client, and the existing contract will be amended, in writing, or a new contract will be entered. Whenever possible, activities subject to this requirement will be identified by Talogy and approved by the client, in writing, before performing any such activity.

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**

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: 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**

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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<br>631-231-1313<br><br>1c. Federal Employer Identification Number of Insured<br>(if no FEIN then use Social Security Number)<br>[redacted] |
|---|---|
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br><br>Nassau County Department of Social Services<br>60 Charles Lindbergh Blvd.<br>Uniondale, NY 11553-3686 | 3a. Name of Self-Insured Plan (Association, Union or Trust)<br>Cardinal Disability Trust<br><br>3b. Insurer Identification Number<br>B -305506<br><br>3c. Coverage effective period<br>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<br>The Selzer Company<br>975 Easton Road Ste. 100<br>Warrington, PA 18976 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (215) 491-2700 FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>American Record Management System Inc<br>[redacted] | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Transguard Ins Co of America 28886<br>INSURER B : New York State Insurance 52390<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | X | T[redacted] | 3/1/2026 | 3/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X Hired Auto PD | | | T[redacted] | 3/1/2026 | 3/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp/Coll | $ 1,000,000<br>$<br>$<br>$<br>$ 5,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | T[redacted] | 3/1/2026 | 3/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | Z[redacted] | [redacted]/2025 | 10/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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<br>ONE CORPORATE DRIVE<br>HAUPPAUGE NY 11788 | NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES.<br>60 CHARLES LINDBERGH BOULEVARD<br>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

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**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

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**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

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**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