



County

Nassau

**A-10-20**

Office of Purchasing

**Staff Summary A-10-2020**

Subject: Radio System Maintenance and Repair (S/B 28760-02079-003)
Department: Shared Services/Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: January 29, 2020
Vendor Name: Motorola Solutions, Inc.
Contract Number A-10-2020
Contract Manager Name Timothy Funaro

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>NP</i>	Budget	02/11/2020 <i>SD</i>	County Atty.
	Deputy C.E.	<i>HW</i> 2/24/2020	County Exec.

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Radio System Maintenance and Repair for the Nassau County Police Department.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. A copy of the bid was sent to Minority Affairs.

13 Vendors viewed the bid

1 Woman Owned Business

0 Service Disabled (Veteran) owned

2 Minority Owned

0 Veterans Owned

4 Small business

One bid was received from Motorola Solutions Inc. and is not qualified in any of the categories listed as above.

**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 Fifteen Million Dollars (\$15,000,000.) from general funds.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Motorola Solutions, Inc. as the lowest responsible bidder meeting specifications.

2020 MAR - 2 P 11:09

APPROVED:

*T. Funaro* 02/13/20

INSURANCE SECTION

ALAN ESSEX INSURANCE AND  
FINANCIAL SERVICES

COUNTY OF NASSAU  
INTER -- DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-10-2020**

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

**DATE:** January 29, 2020

**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 FIFTEEN MILLION DOLLARS (\$15,000,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO MOTOROLA SOLUTIONS, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR RADIO SYSTEM MAINTENANCE AND REPAIR.

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

  
MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

MS: br

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



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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 28760-02079-003 for Radio System Maintenance and Repair for the Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Motorola Solutions, Inc. 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 Motorola Solutions, Inc.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

Dated: 01/27/2020 03:18:56 PM

Vendor: Motorola Solutions

Title: AE





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No lobbyists used for this matter

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

No lobbyists used for this matter

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

No lobbyists used for this matter

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

No lobbyists used for this matter

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

No lobbyists used for this matter

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

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

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

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

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

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

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

Dated: 02/06/2020 04:23:54 PM

Vendor: Motorola Solutions

Title: AE

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

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

### **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: 01/27/2020

1) Proposer's Legal Name: Motorola Solutions INC

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

City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677

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

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: 00-132-5463

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

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

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

The Department of Labor is currently investigating the Motorola Solutions Pension Plan. This investigation is ongoing and there has not been a final determination with regard to the investigation. In 2018 the Office of Federal Contracts and Compliance Programs (OFCCP) completed the compliance reviews of Motorola Solutions Plantation, Florida; San Diego, CA, and Elgin, IL establishments and found no compliance violations. Earlier, the month, Feb 2019, the OFCCP opened a compliance review of Motorola Solutions Lawrenceville, GA establishment. This review is ongoing. Beyond this matter, no preceding, action of investigation has been commenced in the past five years.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

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

- 17) Conflict of Interest:

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

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

no conflicts exist

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

no conflicts exist

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

no conflicts exist

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

motorola solutions employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section. Please see page 4 of Code of Business Conduct, for details on Motorola's conflict of interest procedures:

[https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions\\_codeofconduct.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions_codeofconduct.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 ☒

Is the proposer an individual?

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

- i) Date of formation;

01/04/2011

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

See Attached, complete document

CONSULTANTS, CONTRACTOR'S AND VENDOR DISCLOSURE FORM

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

1 File(s) Uploaded: Vendor Disclosure Form UPDATED Jan13.pdf

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

See Attached, complete document

CONSULTANTS, CONTRACTOR'S AND VENDOR DISCLOSURE FORM

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

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

16000

vi) Annual revenue of firm;  
7000000000

vii) Summary of relevant accomplishments  
See attached

1 File(s) Uploaded: Business History Form UPDATED Jan13.pdf

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

B. Indicate number of years in business.

90

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

See attached Previous Document

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 Mass State Police  
Contact Person Blair Sutherland  
Address 470 Worcester Road  
City Framingham State/Province/Territory MA  
Country  
Telephone (508) 641-1082  
Fax #  
E-Mail Address donotemail@none.com

Company connecticut state police  
Contact Person paul zito  
Address 111 country club road  
City middeltown State/Province/Territory CT  
Country  
Telephone (860) 865-8280  
Fax #  
E-Mail Address donotemail@none.com

Company morris county department of public safety  
Contact Person dave DeCoons  
Address PO BOX 900  
City Morristown State/Province/Territory NJ  
Country  
Telephone (212) 629-1794  
Fax #  
E-Mail Address donotemail@none.com



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

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

#### **CERTIFICATION**

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

Name of submitting business: Motorola Solutions Inc

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

AE  
Title

01/27/2020 03:47:11 PM  
Date

## Section 1: 10-K (10-K)

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, 2017  
or
- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File number 1-7221

### MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE  
(State of Incorporation)

36-1115800

(I.R.S. Employer Identification No.)

500 West Monroe Street, Chicago, Illinois 60661

(Address of principal executive offices)

(847) 576-5000

(Registrant's telephone number)

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, \$.01 Par Value per Share	New York Stock Exchange
Securities registered pursuant to Section 12(g) of the Act:	
None	

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

(Do not check if a smaller 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of July 1, 2017 (the last business day of the Registrant's most recently completed second quarter) was approximately \$12.6 billion.

The number of shares of the registrant's Common Stock, \$.01 par value per share, outstanding as of February 2, 2018 was 161,307,525.

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## PART I

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

We are making forward-looking statements in this report. In "Item 1A: Risk Factors" we discuss some of the risk factors that could cause actual results to differ materially from those stated in the forward-looking statements.

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

### Item 1: Business

#### General

We are a leading global provider of mission-critical communication infrastructure, devices, accessories, software and services. Our products and services help government, public safety, and commercial customers improve their operations through increased effectiveness, efficiency, and safety of their mobile workforces. We serve our customers with a global footprint of sales in more than 100 countries based on our industry leading innovation and a deep portfolio of products and services.

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

#### Business Organization

We conduct our business globally and manage it through two segments: Products and Services.

#### Products Segment

The Products segment offers an extensive portfolio of infrastructure, devices, accessories, and software. The primary customers of the Products segment are government, public safety and first-responder agencies, municipalities, and commercial and industrial customers who operate private communications networks and manage a mobile workforce. In 2017, the segment's net sales were \$3.8 billion, representing 59% of our consolidated net sales. The Products segment has the following two principal product lines:

**Devices:** Devices includes: (i) two-way portable radios and vehicle-mounted radios, (ii) accessories such as speaker microphones, batteries, earpieces, headsets, carry cases and cables, and (iii) software features and upgrades. Devices represented 74% of the net sales of the Products segment in 2017.

**Systems:** Systems includes: (i) the radio network core and central processing software, (ii) base stations, (iii) consoles, (iv) repeaters, and (v) software applications and features. Systems represented 26% of the net sales of the Products segment in 2017.

Our Devices and Systems are based on the following industry technology standards:

Industry standard definition	The Association of Public Safety Communications Officials Project 25 standard ("APCO-25")	The European Telecommunications Standards Institute ("ETSI") Terrestrial Trunked Radio standard ("TETRA")	ETSI, Digital mobile radio ("DMR") and professional commercial radio ("PCR") standards
Industry standard name	APCO P25	TETRA	DMR
Motorola Solutions product name	ASTRO	Dimetra IP	PCR MOTOTRBO (Digital)
Primary end users	Government, Public Safety	Government, Public Safety	Commercial
Primary geographic region of use	North America, Latin America, Asia, Middle East, Africa	Europe, Asia, Latin America, Middle East, Africa	All regions

## Services Segment

The Services segment provides a full set of service offerings for government, public safety, and commercial communication networks. In 2017, the segment's net sales were \$2.6 billion, representing 41% of our consolidated net sales. The Services segment has the following principal product lines:

Integration services	Integration services includes the implementation, optimization, and integration of systems, devices, software, and applications. Integration services represented 30% of the net sales of the Services segment in 2017.
Managed & Support services	Managed & Support services includes a continuum of service offerings beginning with repair, technical support, and hardware maintenance. More advanced offerings include network monitoring, software maintenance, and cyber security services. Managed service offerings range from partial or full operation of customer owned networks to operation of Motorola Solutions owned networks. Services and Software as a Service (SaaS) are provided across all radio network technologies, Command Center Software Offerings, and Smart Public Safety Solutions. Managed & Support services represented 69% of the net sales of the Services segment in 2017.
IDEN services	Integrated Digital Enhanced Network ("iDEN") is a Motorola Solutions proprietary push-to-talk technology. iDEN services consist primarily of hardware and software maintenance services for our legacy iDEN customers and represented 1% of the net sales of the Services segment in 2017.

### Strategy and Focus Areas

In 2018, Motorola Solutions will celebrate 90 years of providing public safety and commercial customers with secure and reliable mission critical communications. Our customers have unique voice, data, and operational requirements. We offer comprehensive solutions that include infrastructure, devices, software applications, and services designed and delivered to enable our customers to safely and effectively accomplish their mission.

Our strategy for long-term growth and the evolution of our business includes organic and inorganic investments in the following three areas:

(i) Continued innovation in standards-based voice and data solutions spanning APCO 25, TETRA, DMR, and LTE technologies. Our dedication, focus, and innovation for public safety and commercial solutions built the foundation of our Land Mobile Radio ("LMR") platform business, which is reflected in our installed base of over 12,500 systems deployed in 100+ countries around the world. These systems have a multi-year and often multi-decade life span which drives demand for additional device sales, software upgrades, infrastructure refresh and expansion, as well as additional services to maintain, monitor, and manage these complex networks and solutions. We believe our government and commercial customers will continue to require next-generation systems, enhanced software features and analytics, as well as incremental services to drive operational efficiencies.

(ii) Managed and support services offerings that leverage our large global installed base and allow our customers to improve performance across their systems, devices, and applications for greater safety and productivity. Our comprehensive suite of services - from repair, technical support, security, and system monitoring to operation of customer owned networks or Motorola Solutions owned networks, ensures continuity and reduces risks for continued critical communications operations. Today, agency procurement models are primarily capex investments in customer owned and operated solutions with long-term contracts. As agencies seek budget predictability, increased flexibility, and outcome based solutions, there continues to be a shift to alternative consumption models. We feel our suite of services positions us well for this change and allows us to provide incremental, value-added services for our customers.

(iii) Software solutions to support the entire public safety workflow - from the command center to mobile applications in the field to post-incident analytics. Today, the public safety workflow is addressed by a variety of point solutions. Motorola Solutions is attempting to expand its software offerings to provide solutions across the various segments of the public safety workflow. As the public safety market continues to embrace software offerings to enhance their workflows, we are able to sell cloud-first SaaS offerings in addition to on-premise solutions with ancillary implementation and managed services.

### Our Customers and Contracts

We address the communication needs of government agencies, state and local public safety and first-responder agencies, and commercial and industrial customers who utilize private communications networks and manage a mobile workforce. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment.

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

Our largest customers are the U.S. federal government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2017, respectively. The loss of these customers could have a material adverse effect on our revenue.

and earnings over several quarters as many of our contracts with these governments are long-term in nature. All contracts with the U.S. federal government, and certain other government agencies within the U.S., are subject to cancellation at the customer's convenience. For a discussion of risks related to government contracting requirements, please refer to "Item 1A. Risk Factors."

Net sales in the Americas continued to comprise a significant portion of our business, accounting for 68%, 68% and 71% of our consolidated net sales in 2017, 2016, and 2015, respectively.

Payment terms with our customers vary worldwide. Generally, contractual payment terms range from 30 to 45 days from the invoice date within North America and typically do not exceed 90 days from the invoice date in regions outside of North America. A portion of our contracts include implementation milestones, such as delivery, installation, and system acceptance, which generally take 30 to 180 days to complete. Invoicing the customer is dependent on completion of the milestones. We generally do not grant extended payment terms. As required for competitive reasons, we may provide long-term financing in connection with equipment purchases. Financing may cover all or a portion of the purchase price.

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

### Competition

The markets in which we operate are highly competitive. Key competitive factors include: performance, features, quality, availability, warranty, price, vendor financing, availability of service, company reputation and financial strength, partner community, and relationships with customers. Our strong reputation with customers and partners, trusted brand, technology leadership, breadth of portfolio, product performance, and specialized support services position us well for success.

We experience widespread competition from a growing number of existing and new competitors, including large system integrators and manufacturers of private and public wireless network equipment and devices. Traditional Land Mobile Radio competitors include: Harris, Hytera, Airbus, and Kenwood.

As demand for fully integrated voice, data, and broadband systems continue to grow, we may face additional competition from public telecommunications carriers and telecommunications equipment providers. As we continue to evolve our Integration services and Managed & Support services strategy, we may work with other companies on a consortium or joint venture basis as customers' delivery needs become more complex to fulfill.

Our continued focus on growing our Command Center suite has added additional competitors such as: West Corporation, Intergraph, Tri-Tech, and Zetron.

Several other competitive factors may have an impact on our future business including: evolving spectrum mandates by government regulators, increasing investment by broadband and IP solution providers, and new low-tier competitors.

### Other Information

#### Backlog

Our backlog for the Products and Services segments includes all product and service orders that have been received and are believed to be firm. As of December 31, 2017 and December 31, 2016, our backlog was as follows:

	December 31	
	2017	2016
(In millions)		
Products	\$ 1,895	\$ 1,513
Services	7,717	6,858
	\$ 9,612	\$ 8,371

The increase in backlog of \$1.2 billion is driven by acquisitions and growth in both the Products and Services segments absent of acquisitions. Approximately 54% of the Products segment backlog and 25% of the Services segment backlog is expected to be recognized as revenue during 2018. The forward-looking estimate of the firmness of such orders is subject to future events that may cause the amount recognized to change.

#### Research and Development

We continue to prioritize investments in R&D to expand and improve our portfolio of products through both new product introductions and continuous enhancements to our core products. Our R&D programs are focused on the development of: (i) new public safety devices, infrastructure, software and solutions, (ii) Command Center applications that include voice, data, and video, and (iii) public safety broadband solutions based on the LTE technology.

R&D expenditures were \$568 million in 2017, \$553 million in 2016, and \$620 million in 2015. As of December 31, 2017, we had approximately 5,000 employees engaged in R&D activities. In addition, we engage in R&D activities with joint development and manufacturing partners and outsource certain activities to engineering firms to further supplement our internal spend.

## Intellectual Property Matters

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

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

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

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

We seek to obtain patents and trademarks to protect our proprietary positions whenever possible and wherever practical. As of December 31, 2017, we owned approximately 4,402 granted patents in the U.S. and in foreign countries. As of December 31, 2017, we had approximately 1,210 U.S. and foreign patent applications pending. Foreign patents and patent applications are mostly counterparts of our U.S. patents. During 2017, we were granted approximately 404 patents in the U.S. and in foreign countries.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives thereof ("Motorola Marks") and we license the Motorola Marks from Motorola Mobility, which is currently owned by Lenovo.

## Inventory and Raw Materials

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

Availability of required materials and components is generally dependable; however, fluctuations in supply and market demand could cause selective shortages and affect our results of operations. We currently procure certain materials and components from single-source vendors. A material disruption from a single-source vendor may have a material adverse impact on our results of operations. If certain single-source suppliers were to become capacity constrained or insolvent, it could result in a reduction or interruption in supplies, or an increase in the price of supplies, and adversely impact our financial results.

Natural gas, electricity and, to a lesser extent, oil are the primary sources of energy for our manufacturing operations. Each of these resources is currently in adequate supply for our operations. The cost to operate our facilities and freight costs are dependent on world oil prices and external third-party logistics rates for inbound and outbound air lanes. Labor is generally available in reasonable proximity to our manufacturing facilities and the manufacturing facilities of our largest outsourced manufacturing suppliers. Difficulties in obtaining any of the aforementioned resources, or a significant cost increase, could affect our financial results.

## Environmental Quality and Regulatory Matters

Some of our operations use substances regulated under various federal, state, local, and international laws governing the environment and worker health and safety, including those governing the discharge of pollutants into the ground, air, and water, the management and disposal of hazardous substances and wastes, and the cleanup of contaminated sites, as well as relating to the protection of the environment. Certain products of ours are subject to various federal, state, local, and international laws governing chemical substances in electronic products. During 2017, compliance with these U.S. federal, state and local, and international laws did not have a material effect on our capital expenditures, earnings, or competitive position.

Radio spectrum is required to provide wireless voice, data, and video communications service. The allocation of spectrum is regulated in the U.S. and other countries and limited spectrum space is allocated to wireless services and specifically to public safety users. In the U.S., the Federal Communications Commission ("FCC") and the National Telecommunications and Information Administration ("NTIA") regulate spectrum use by non-federal entities and federal entities, respectively. Similarly, countries around the world have one or more regulatory bodies that define and implement the rules for use of radio spectrum, pursuant to their respective national laws and international coordination under the International Telecommunications Union

("ITU"). We manufacture and market products in spectrum bands already made available by regulatory bodies. These include voice and data infrastructure, mobile radios, and portable or hand-held devices. Consequently, our results could be positively or negatively affected by the rules and regulations adopted from time to time by the FCC, NTIA, ITU, or regulatory agencies in other countries. Our products operate both on licensed and unlicensed spectrum. The availability of additional radio spectrum may provide new business opportunities. Conversely, the loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands may also provide opportunities or may require modifications to some of our products so they can continue to be manufactured and marketed.

As television transmission and reception technology transitions from analog to more efficient digital modes, various countries around the world are examining, and in some cases already pursuing, the redevelopment of portions of the television spectrum. In the U.S., spectrum historically used for broadcast television, known as the 700MHz band, has been redeveloped and deployed for new uses (the so-called "digital dividend" spectrum), including broadband and narrowband wireless communications. In 2016, this trend continued in the US and additional TV spectrum in the 600MHz band was auctioned for broadband communications (part of the "Broadcast Incentive Auction"). This auction closed in April 2017, but auction winners will not get access to the spectrum for several years.

Internationally, the ITU World Radio Conference ("WRC") is held every three to four years to discuss and promote global agreement on the use and cooperation of spectrum usage. The most recent WRC-15 was held in November 2015. During this conference, leaders from United Nations member countries considered a number of initiatives, including whether to allocate additional spectrum for commercial broadband use as well as whether to allocate spectrum dedicated for public safety broadband. The WRC has agreed to support countries making individual decisions to allocate spectrum for public safety broadband in the 700MHz and 800MHz spectrum bands. Studies are underway to assess whether and how much spectrum is needed and to develop recommendations on where in the spectrum range the spectrum should be allocated (taking into account regional and global harmonization to the extent practicable). Motorola Solutions continues to work with its customers and governments around the world to advocate for future allocations of dedicated broadband spectrum for public safety which will provide new business opportunities for us in the future.

Several major markets including: Canada, the United States, the UAE, Mexico, Singapore, and South Korea have already set aside broadband spectrum for use by public safety and the wider first-responder communities. We believe this trend will continue over time and the planned implementation of broadband public safety networks provides new opportunities for our broadband portfolio and services growth strategy. In addition, certain countries, in response to increasing security concerns, already have spectrum landscapes that permit country administrations to allocate public safety spectrum quickly without a protracted process or agreement. Some other markets including Australia and the UK are launching broadband public safety networks drawing on basic LTE infrastructure built by the carriers. These trends also provide opportunities for our broadband and services portfolio.

#### **Employees**

At December 31, 2017, and December 31, 2016 we had approximately 15,000 and 14,000 employees, respectively.

#### **Material Dispositions**

On October 27, 2014, we completed the sale of certain assets and liabilities of the Enterprise business to Zebra Technologies Corporation ("Zebra"). The financial results of the disposed business have been classified as discontinued operations for all periods presented. The results of discontinued operations are discussed in further detail in the "Discontinued Operations" footnote included in Item 8.

#### **Financial Information About Geographic Areas**

The response to this section of Item 1 incorporates by reference Note 11, "Commitments and Contingencies" and Note 12, "Information by Segment and Geographic Region" of Part II, "Item 8: Financial Statements and Supplementary Data" of this document, the "Results of Operations—2017 Compared to 2016" and "Results of Operations—2016 Compared to 2015" sections of Part II, "Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Item 1A: Risk Factors" of this document.

#### **Financial Information About Segments**

The response to this section of Item 1 incorporates by reference Note 12, "Information by Segment and Geographic Region," of Part II, "Item 8: Financial Statements and Supplementary Data" of this document.

#### **Available Information**

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

- Motorola Solutions, Inc. Restated Certificate of Incorporation with Amendments
- Conformed Restated Certificate of Incorporation of Motorola Solutions, Inc. (amended Jan. 4, 2011)
- Certificate of Amendment to the Restated Certificate of Incorporation of Motorola, Inc. (effective Jan. 4, 2011)



- Certificate of Ownership and Merger of Motorola Name Change Corporation into Motorola, Inc. (effective Jan. 4, 2011)
- Motorola Solutions, Inc. Amended and Restated Bylaws
- Board Governance Guidelines
- Director Independence Guidelines
- Principles of Conduct for Members of the Motorola Solutions, Inc. Board of Directors
- Motorola Solutions Code of Business Conduct, which is applicable to all Motorola Solutions employees, including the principal executive officers, the principal financial officer and the controller (principal accounting officer)
- Audit Committee Charter
- Compensation and Leadership Committee Charter
- Governance and Nominating Committee Charter

All of our reports and corporate governance documents may also be obtained without charge by contacting Investor Relations, Motorola Solutions, Inc., Corporate Offices, 500 W. Monroe Street, Chicago, IL 60661, E-mail: [investors@motorolasolutions.com](mailto:investors@motorolasolutions.com). This annual report on Form 10-K and Definitive Proxy Statement are available on the Internet at [www.motorolasolutions.com/investors](http://www.motorolasolutions.com/investors) and may also be requested in hardcopy by completing the on-line request form available on our website at [www.motorolasolutions.com/investors](http://www.motorolasolutions.com/investors). Our Internet website and the information contained therein or incorporated therein are not intended to be incorporated into this Annual Report on Form 10-K.

## Item 1A: Risk Factors

***We face a number of risks related to current global economic and political conditions, including low economic growth rates in certain markets, the impact of currency fluctuations, commodity price volatility, and unstable political conditions that have and could continue to unfavorably impact our business.***

Global economic and political conditions continue to be challenging for many of our government and commercial markets; as economic growth in many countries, particularly in parts of Latin America and in other emerging markets, has remained low or declined, currency fluctuations have impacted profitability, credit markets have remained tight for certain counterparties of ours and many of our customers remain dependent on government grants to fund purchases of our products and services. In addition, conflicts in the Middle East and elsewhere have created many economic and political uncertainties that continue to impact worldwide markets. The length of time these adverse economic and political conditions may persist is unknown. These global economic and political conditions have impacted and could continue to impact our business, financial condition, results of operations, and cash flows in a number of ways, including:

- **Requests by Customers for Vendor Financing by Motorola Solutions:** Certain customers of ours, particularly, but not limited to, those who purchase large infrastructure systems, request that their suppliers provide financing in connection with equipment purchases and/or the provision of solutions and services, particularly as the size and length of these types of contracts increases and as we increase our business in developing countries. Requests for vendor financing continue to increase in volume and scope, including in response to reduced tax revenue at the state and local government level and ongoing tightening of credit for certain commercial customers. Motorola Solutions has continued to provide vendor financing to both our government and commercial customers. We have been faced with and expect to continue to be faced with choosing between further increasing our level of vendor financing or potentially losing sales, as some of our competitors, particularly those in Asia, have been more willing to provide vendor financing to customers around the world, particularly customers in Africa and Latin America. To the extent we are unable to sell these receivables on terms acceptable to us we may retain exposure to the credit quality of our customers who we finance.
- **Customers' Inability to Obtain Financing to Make Purchases from Motorola Solutions and/or Maintain Their Business:** Some of our customers require substantial financing, including public financing or government grants, in order to fund their operations and make purchases from us. The inability of these customers to obtain sufficient credit or other funds, including as a result of lower tax revenues, currency fluctuations or unavailability of government grants, to finance purchases of our products and services and/or to meet their payment obligations to us could have, and in some cases has had, a negative impact on our financial results. This risk increases as the size and length of our contracts increase. In addition, if global economic conditions result in insolvencies for our customers, it will negatively impact our financial results.
- **Challenges in Budgeting and Forecasting:** It is difficult to estimate changes in various parts of the U.S. and world economy, including the markets in which we participate. Components of our budgeting and forecasting are dependent upon estimates of demand for our products and estimates of foreign exchange rates. The prevailing economic uncertainties render estimates of future income and expenditures challenging.
- **Potential Deferral or Cancellation of Purchases and Orders by Customers:** Uncertainty about current and future global economic conditions may cause, and in some cases has caused, businesses and governments to defer or cancel purchases in response to tighter credit, decreased cash availability and de-prioritization of communications equipment within the budgeting process. If future demand for our products declines due to economic conditions, it will negatively impact our financial results.

- **Inability to Operate and Grow in Certain Markets:** We operate in a number of markets with a risk of intensifying political instability, including Europe, Russia, Brazil, the Middle East and Africa. If political instability continues in these markets and in other parts of the world in which we operate it could have a significant impact on our ability to grow and, in some cases, operate in those locations, which will negatively impact our financial results.

***A security breach or other significant disruption of our IT systems, those of our outsource partners, suppliers or those we manufacture, install, and in some cases operate and maintain for our customers, caused by cyber attack or other means, could have a negative impact on our operations, sales, and operating results.***

All information technology systems are potentially vulnerable to damage, unauthorized access or interruption from a variety of sources, including but not limited to, cyber attack, cyber intrusion, computer viruses, security breach, energy blackouts, natural disasters, terrorism, sabotage, war, insider trading, and telecommunication failures. As a provider of mission-critical communications systems for customers in critical infrastructure sectors of the U.S. and globally, including systems that we operate and maintain for certain customers of ours, we face additional risk as a target of sophisticated attacks aimed at compromising both our Company's and our customers' sensitive information and intellectual property, through means referred to as advanced persistent threats. This risk is heightened because these systems may contain sensitive governmental information or personally identifiable or other protected information. While we employ a number of countermeasures and security controls, including training and audits and utilization of commercial information security threat sharing networks to protect against such attacks, we, along with the industry, have experienced a gradual and steady increase in the sophistication of these threats, most noticeably through well-crafted social engineering and phishing attempts. We cannot guarantee that all threat attempts will be successfully thwarted even with these countermeasures and we are therefore investing more in detection and response capabilities to minimize potential impacts. Further, we are dependent, in certain instances, upon our outsourced business partners, suppliers, and customers to adequately protect our IT systems and those IT systems that we manage for our customers. In addition, some of our customers are exploring broadband solutions that use public carrier networks on which our solutions would operate. We do not have direct oversight or influence over how public carrier networks manage the security, quality, or resiliency of their networks, and because they are an attractive high value target due to their role in critical infrastructure, they expose customers to an elevated risk over our private networks.

Our Company outsources certain business operations, including, but not limited to IT, HR information systems, manufacturing, repair, distribution and engineering services. These arrangements are governed by various contracts and agreements which reference and mandate Company and international standards of information protection, as appropriate. In addition, we maintain certain networked equipment at customer locations and are reliant on those customers to protect and maintain that equipment. The "attack surface" for us to protect against our adversaries is thus often extended to these partners and customers, as well as our suppliers, and we have some dependency upon their cyber security capabilities as well as their willingness to exchange threat and response information with us.

A cyber attack or other significant disruption involving our IT systems or those of our outsource partners, suppliers or our customers could result in the unauthorized release of proprietary, confidential or sensitive information of ours or our customers. Such unauthorized access to, or release of, this information could: (i) allow others to unfairly compete with us, (ii) compromise safety or security, given the mission-critical nature of our customers' systems, (iii) subject us to claims for breach of contract, tort, and other civil claims, and (iv) damage our reputation. We could face regulatory penalties, enforcement actions, remediation obligations and/or private litigation by parties whose data is improperly disclosed or misused. In addition, there has been a sharp increase in laws in Europe, the U.S. and elsewhere, imposing requirements for the handling of personal data, including data of employees, consumers and business contacts, as well as imposing requirements for remediation action, including specific timing and method of notification. There is a risk that our Company, directly or as the result of some third-party service provider we use, could be found to have failed to comply with the laws or regulations of some country regarding the collection, consent, handling, transfer, retention or disposal of such personal data, and therefore subject us to fines or other sanctions. The European Courts invalidation of Safe Harbor as a mechanism to legitimize cross border data flows increases the risk that our Company, directly or through some third-party service provider that we use, may inappropriately transfer EU personal data. Any or all of the foregoing could have a negative impact on our business, financial condition, results of operations, and cash flow.

***A significant amount of our international business is transacted in local currency and a significant percentage of our cash and cash equivalents are held outside of the United States, which exposes us to risk relating to currency fluctuations, changes in foreign exchange regulations and repatriation delays and costs, which could negatively impact our sales, profitability and financial flexibility.***

We have sizable sales and operations in Canada and our Europe, Middle East and Africa, Asia, and Latin America regions.

A significant amount of this business is transacted in local currency. As a result, our financial performance is impacted by currency fluctuations. We are also experiencing increased pressure to agree to established currency conversion rates and cost of living adjustments as a result of foreign currency fluctuations or the requirement to transact business in local currencies.

A significant percentage of our cash and cash equivalents is currently held outside the U.S. and we continue to generate profits outside of the U.S., while many of our liabilities, such as our public debt, the majority of our pension liabilities and certain other cash payments, such as dividends and share repurchases, are payable in the U.S. While we have regularly repatriated funds with minimal adverse impact, repatriation of some of the funds has been and could continue to be subject to delay for local country approvals and could have potential adverse tax consequences. In addition, foreign exchange regulations may limit our ability to convert or repatriate foreign currency. As a result of having a lower amount of cash and cash equivalents in the U.S., our financial flexibility may be reduced.

***We face uncertainty in the global geopolitical landscape that may impede the implementation of our strategy outside the United States.***

In June 2016, the United Kingdom (the "U.K.") held a referendum in which voters approved an exit from the European Union ("E.U."), commonly referred to as Brexit. It is expected that the U.K. government will initiate a process to withdraw from the E.U. and begin negotiating the terms of its separation. The announcement of Brexit has resulted in volatility in the global stock market and currency exchange rate fluctuations that resulted in strengthening of the U.S. dollar relative to other foreign currencies in which we conduct business. The announcement of Brexit and likely withdrawal of the U.K. from the E.U. may also create global economic uncertainty, which may cause our customers to closely monitor their costs and reduce their spending budgets. In addition, there may be uncertainty as to the position the United States will take with respect to certain treaty and trade relationships with other countries. This uncertainty may impact (i) the ability or willingness of non-U.S. companies to transact business in the United States, including with our Company, (ii) regulation and trade agreements affecting U.S. companies, (iii) global stock markets and (iv) general global economic conditions. All of these factors are outside of our control, but may cause us to adjust our strategy in order to compete effectively in global markets and could adversely affect our business, financial condition, operating results and cash flows.

***A portion of our business is dependent upon U.S. government contracts and grants, which are highly regulated and subject to oversight audits by U.S. government representatives and subject to cancellations. Such audits could result in adverse findings and negatively impact our business.***

Our U.S. government business is subject to specific procurement regulations with numerous compliance requirements. These requirements, although customary in government contracting in the U.S., increase our performance and compliance costs. These costs may increase in the future, thereby reducing our margins, which could have an adverse effect on our financial condition. Failure to comply with these regulations or other compliance requirements could lead to suspension or debarment from U.S. government contracting or subcontracting for a period of time. Among the causes for debarment are violations of various laws or policies, including those related to procurement integrity, export control, U.S. government security regulations, employment practices, protection of criminal justice data, protection of the environment, accuracy of records, proper recording of costs, foreign corruption and the False Claims Act.

Generally, in the U.S. government contracts and grants are subject to oversight audits by government representatives. Such audits could result in adjustments to our contracts. Any costs found to be improperly allocated to a specific contract may not be allowed, and such costs already reimbursed may have to be refunded. Future audits and adjustments, if required, may materially reduce our revenues or profits upon completion and final negotiation of audits. Negative audit findings could also result in investigations, termination of a contract or grant, forfeiture of profits or reimbursements, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. All contracts with the U.S. government are subject to cancellation at the convenience of the U.S. government.

In addition, contacts with government officials and participation in political activities are areas that are tightly controlled by federal, state, local and international laws. Failure to comply with these laws could cost us opportunities to seek certain government sales opportunities or even result in fines, prosecution, or debarment.

***Government regulation of radio frequencies may limit the growth of public safety broadband systems or reduce barriers to entry for new competitors.***

Radio frequencies are required to provide wireless services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services and specifically to public safety users. The growth of public safety broadband communications systems may be affected: (i) by regulations relating to the access to allocated spectrum for public safety users, (ii) if adequate frequencies are not allocated, or (iii) if new technologies are not developed to better utilize the frequencies currently allocated for such use. Industry growth may also be affected by new licensing fees required to use frequencies.

The U.S. leads the world in allocating spectrum to enable wireless communications including LTE. Other countries have also allocated spectrum to allow deployment of these and other technologies. This changing landscape may introduce new competition and new opportunities for us.

MSI's opportunities to sell LTE equipment and related software and services in the U.S. will be substantially impacted by: (1) AT&T's success in satisfying contract requirements and milestones, including, among others, subscriber adoption rate, mandatory payments to FirstNet, and coverage and (2) fiscal, public, and regulatory policies and/or special interest politics that risk delaying deployment.

***We derive a portion of our revenue from government customers who award business through competitive bidding which can involve significant upfront costs and risks. This effort may not result in awards of business or we may fail to accurately estimate the costs to fulfill contracts awarded to us, which could have adverse consequences on our future profitability.***

Many government customers, including most U.S. government customers, award business through a competitive bidding process, which results in greater competition and increased pricing pressure. The competitive bidding process involves significant cost and managerial time to prepare bids for contracts that may not be awarded to us. Even if we are awarded contracts, we may fail to accurately estimate the resources and costs required to fulfill a contract, or to resolve problems with our subcontractors or suppliers, which could negatively impact the profitability of any contract award to us, particularly in the case of

fixed price contracts. In addition, following the award of a contract, we have experienced and may continue to experience significant expense or delay, contract modification or contract rescission as a result of customer delay or our competitors protesting or challenging contracts awarded to us in competitive bidding.

***We enter into fixed-price contracts that could subject us to losses in the event we fail to properly estimate our costs or hedge our risks associated with currency fluctuations.***

We enter into a number of firm fixed-price contracts. If our initial cost estimates are incorrect, we can lose money on these contracts. Because certain of these contracts involve new technologies and applications, require us to engage subcontractors and/or can last multiple years, unforeseen events, such as technological difficulties, fluctuations in the price of raw materials, problems with our subcontractors or suppliers and other cost overruns, can result in the contract pricing becoming less favorable or even unprofitable to us and have an adverse impact on our financial results. In addition, a significant increase in inflation rates or currency fluctuations could have an adverse impact on the profitability of longer-term contracts.

***The expansion of our solutions and services business creates new competitors and new and increased areas of risk that we have not been exposed to in the past and that we may not be able to properly assess or mitigate.***

We plan to continue to expand our solutions and services business by offering additional and expanded managed services for existing and new types of customers, such as designing, building, operating, managing and in some cases owning a public- safety system or other commercial system. The offering of managed services involves the integration of multiple services, multiple vendors and multiple technologies, requiring that we partner with other solutions and services providers, often on multiyear projects.

Additionally, our managed services business will be expanded to include the hosting of software applications. This allows the customers to "consume" the software "as a service" and avoid the costs and complexities of acquiring and operating the software.

- We may recognize revenue over time as a services offering, rather than at a point in time as with a traditional equipment sale, which will extend revenue recognition over the length of the services contracts, which may be several years.
- The managed services business is one characterized by large subcontracting arrangements and we may not be able to obtain favorable contract terms including adequate indemnities, performance commitments or other protections from our subcontractors to adequately mitigate our exposure to our customers.
- We may face increasing competition from traditional system integrators and the defense industry as solutions and services contracts become larger and more complicated.
- Expansion will bring us into contact with new regulatory requirements and restrictions, such as data security or data residency/localization obligations, with which we will have to comply and may increase the costs of doing business, reduce margins and delay or limit the range of new solutions and services which we will be able to offer.
- We may be required to agree to specific performance metrics that meet the customer's requirements for network security, availability, reliability, maintenance and support and, in some cases, if these performance metrics are not met we may not be paid.

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

From time to time we access the capital markets to obtain financing. Our access to the capital markets and the bank credit markets at acceptable terms and conditions are impacted by many factors, including: (i) our credit ratings, (ii) the liquidity of the overall capital markets, (iii) strength and credit availability in the banking markets, and (iv) the current state of the global economy. In addition, we frequently access the credit markets to obtain performance bonds, bid bonds, standby letters of credit and surety bonds, as well as to hedge foreign exchange risk and sell receivables. In addition, there can be no assurances we will be able to refinance our existing indebtedness (i) on commercially reasonable terms, (ii) on terms, including with respect to interest rates, as favorable as our current debt, or (iii) at all. There can be no assurances that we will continue to have access to the capital markets or bank credit markets on terms acceptable to us and if we are unable to repay or refinance our debt, we cannot guarantee that we will be able to generate enough cash flows from operations or that we will be able to obtain enough capital to service our debt, fund our planned capital expenditures or pay future dividends.

We are rated investment grade by all three national rating agencies. Any downward changes by the rating agencies to our credit rating may negatively impact the value and liquidity of both our debt and equity securities. Under certain circumstances, an increase in the interest rate payable by us under our revolving credit facility, if any amounts were borrowed under such facility, could negatively affect our operating cash flows. In addition, a downgrade in our credit ratings could limit our ability to: (i) access the capital markets or bank credit markets, (ii) provide performance bonds, bid bonds, standby letters of credit and surety bonds, (iii) hedge foreign exchange risk, (iv) fund our foreign affiliates, and (v) sell receivables. A downgrade in our credit rating could also result in less favorable trade terms with suppliers. In addition, any downgrades in our credit ratings may affect our ability to obtain additional financing in the future and may affect the terms of any such financing. Any future disruptions, uncertainty or volatility in the capital markets may result in higher funding costs for us and adversely affect our ability to access funds and other credit related products. In addition, we may avoid taking actions that would otherwise benefit us or our stockholders, such as engaging in certain acquisitions or engaging in stock repurchases, that would negatively impact our credit rating.

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

Our ability to meet customers' demands depends, in part, on our ability to timely obtain an adequate delivery of quality materials, parts, and components, as well as services and software from our suppliers. In addition, certain supplies, including for some of our critical components, are available only from a single source or limited sources and we may not be able to diversify sources in a timely manner. If demand for our products or services increases from our current expectations or if suppliers are unable to meet our demand for other reasons, including as a result of natural disasters or financial issues, we could experience an interruption in supplies or a significant increase in the price of supplies, including as a result of having to move to an alternative source, that could have a negative impact on our business as a result of increased cost or delay in or inability to deliver our products. This risk may increase as a result of consolidation of certain suppliers of ours. We have experienced shortages in the past that have negatively impacted our results of operations and may experience such shortages in the future. In addition, credit constraints at our suppliers could cause us to accelerate payment of accounts payable by us, impacting our cash flow.

We have seen and expect to continue to see increases in the price of certain supplies as we no longer qualify for certain volume discounts given our significant decrease in direct material spend over the last several years as a result of our spin-offs and divestitures. We have also experienced less support and focus from our suppliers as our spend has diminished, making it more difficult for us to resolve gaps in supply due to unforeseen changes in forecast and demand. In addition, our current contractual arrangements with certain suppliers may be cancelled or not extended by such suppliers and, therefore, not afford us with sufficient protection against a reduction or interruption in supplies. Moreover, in the event any of these suppliers breach their contracts with us, our legal remedies associated with such a breach may be insufficient to compensate us for any damages we may suffer.

***Over the last several years we have outsourced portions of certain business operations like IT, HR information systems, manufacturing, repair, distribution and engineering services and expect to outsource additional business operations. This outsourcing limits our control over these business operations and exposes us to additional risk as a result of the actions of our outsource partners.***

As we outsource more of our business operations we are not able to directly control these activities. Our outsource partners may not prioritize our business over that of their other customers and they may not meet our desired level of quality, performance, service, cost reductions or other metrics. Failure to meet key performance indicators may result in our being in default with our customers. In addition, we may rely on our outsource partners to secure materials from our suppliers with whom our outsource partners may not have existing relationships and we may be required to continue to manage these relationships even after we outsource certain business operations.

As we outsource business operations we become dependent on the IT systems of our outsource partners, including to transmit demand and purchase orders to suppliers, which can result in a delay in order placement. In addition, in an effort to reduce costs and limit their liabilities, our outsource partners may not have robust systems or make commitments in as timely a manner as we require.

In some cases the actions of our outsource partners may result in our being found to be in violation of laws or regulations like import or export regulations. As many of our outsource partners operate outside of the U.S., our outsourcing activity exposes us to information security vulnerabilities and increases our global risks. In addition, we are exposed to the financial viability of our outsource partners. Once a business activity is outsourced we may be contractually prohibited from or may not practically be able to bring such activity back within the Company or move it to another outsource partner. The actions of our outsource partners could result in reputational damage to us and could negatively impact our business, financial conditions, results of operations, and cash flows.

***Our sales within a quarter are not linear, with a substantial percentage of products shipping in the final month of the quarter. This lack of linearity creates inefficiencies in our business performance and any interruption during this final month could have a substantial impact on our quarterly financial results.***

On average, a substantial percentage of our quarterly sales ship in the final month of a quarter. Any interruption in our ability to ship products during this final month, such as unavailability of critical components, disruption to our manufacturing capabilities or disruptions in our distribution channel, will have a disproportionately large impact on our quarterly financial results, as we may be unable to recover in time to ship the products and recognize revenue in that quarter.

In addition, this lack of linearity results in inefficiencies in our financial performance, as we must invest in capacity and resources to support this business model, meaning we have underutilized operations during the first two months of the quarter. We also must maintain additional component inventory and engage in pre-builds of finished goods to mitigate the impact of this lack of linearity and meet potential last month demand. This could result in our carrying excess inventory, which is costly and may result in increased inventory obsolescence over time.

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

We have a worldwide, perpetual and royalty-free license from MTH to use the Motorola Marks as part of our corporate name and in connection with the manufacture, sale, and marketing of our current products and services. The license of the Motorola Marks is important to us because of the reputation of the Motorola brand for our products and services. There are risks associated with both Motorola Mobility and the Company using the Motorola Marks and with this loss of ownership. As both Motorola Mobility and the Company will be using the Motorola Marks, confusion could arise in the market, including customer confusion regarding the products offered by and the actions of the two companies. Motorola Mobility was acquired by Lenovo in 2014, which resulted in Lenovo having effective control over the Motorola Marks. This risk could increase as both Motorola Mobility's and our products continue to converge. This risk could increase under Lenovo's control if they expand their use of the Motorola Marks. Also, any negative publicity associated with either company in the future could adversely affect the public image of the other. In addition, because our license of the Motorola Marks will be limited to products and services within our specified fields of use, we will not be permitted to use the Motorola Marks in other fields of use without the approval of Motorola Mobility, which is now controlled by Lenovo. In the event that we desire to expand our business into any other fields of use, we may need to do so with a brand other than the Motorola brand. Developing a brand as well-known and with as much brand equity as Motorola could take considerable time and expense. The risk of needing to develop a second brand increases as Motorola Mobility's and our products continue to converge and if our business expands into other fields of use. In addition, we could lose our rights to use the Motorola Marks if we do not comply with the terms of the license agreement. Such a loss could negatively affect our business, results of operations and financial condition. Furthermore, MTH has the right to license the brand to third-parties and either Motorola Mobility or licensed third-parties may use the brand in ways that make the brand less attractive for customers of Motorola Solutions, creating increased risk that Motorola Solutions may need to develop an alternate or additional brand. In 2013 Motorola Mobility modified certain Motorola Marks used by the Company. Motorola Mobility may require the Company to adopt the use of the modified Motorola Marks, which would result in the Company incurring the costs of rebranding.

In addition, neither Motorola Mobility nor Lenovo are prohibited from selling the Motorola Marks. In the event of a liquidation of Motorola Mobility or the then owner of the Motorola Marks, it is possible that a bankruptcy court would permit the Motorola Marks to be assigned to a third-party. While our right to use the Motorola Marks under our license should continue in our specified field of use in such situations, it is possible that we could be party to a license arrangement with a third-party whose interests are incompatible with ours, thereby potentially making the license arrangement difficult to administer, and increasing the costs and risks associated with sharing the Motorola Marks. In addition, there is a risk that, in the event of a bankruptcy of Motorola Mobility or the then owner of the Motorola Marks, Motorola Mobility, the then owner or its bankruptcy trustee may attempt to reject the license, or a bankruptcy court may refuse to uphold the license or certain of its terms. Such a loss could negatively affect our business, results of operations and financial condition.

***We utilize the services of subcontractors to perform under many of our contracts and the inability of our subcontractors to perform in a timely and compliant manner could negatively impact our ability to comply with our performance obligations as the prime contractor.***

We engage subcontractors, including third-party integrators, on many of our contracts and as we expand our solutions and services business our use of subcontractors has and will continue to increase. Our subcontractors may further subcontract performance and may supply third-party products and software from a number of smaller companies. We may have disputes with our subcontractors, including disputes regarding the quality and timeliness of work performed by the subcontractor or its subcontractors and the functionality, warranty and indemnities of products, software and services supplied by our subcontractor. We are not always successful in passing down customer requirements to our subcontractors, and thus in some cases may be required to absorb contractual risks from our customers without corresponding back-to-back coverage from our subcontractor. Even when we are able to pass down customer requirements to our subcontractors, sometimes those subcontractors have less financial resources than we do, and a customer may look to us to cover a loss or damage. Our subcontractors may not be able to acquire or maintain the quality of the materials, components, subsystems and services they supply, or secure preferred warranty and indemnity coverage from their suppliers which might result in greater product returns, service problems, warranty claims and costs and regulatory compliance issues. Any of the foregoing could harm our business, financial condition and results of operations.

***Failure of our suppliers, subcontractors, distributors, resellers and representatives to use acceptable legal or ethical business practices and adhere to our Supplier Code of Conduct or our Human Rights Policy could negatively impact our business.***

It is our policy to require our suppliers, subcontractors, distributors, resellers, and third-party sales representatives ("TPSRs") to operate in compliance with applicable laws, rules and regulations regarding working conditions, employment practices, environmental compliance, anti-corruption and trademark and copyright licensing. However, we do not control their labor and other business practices. If one of our suppliers, subcontractors, brokers, distributors, resellers, or TPSRs violates labor or other laws or implements labor or other business practices that are regarded as unethical, the shipment of finished

products to us could be interrupted, orders could be canceled, relationships could be terminated and our reputation could be damaged. If one of our suppliers or subcontractors fails to procure necessary license rights to trademarks, copyrights or patents, legal action could be taken against us that could impact the salability of our products and expose us to financial obligations to a third-party. Any of these events could have a negative impact on our sales and results of operations.

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

Most of our products that are manufactured by or for us outside the U.S. are manufactured in Malaysia. If manufacturing in our facility, or a facility manufacturing products for us, in Malaysia is disrupted, our overall capacity would be significantly reduced and our business, financial condition, results of operation, and cash flows could be negatively impacted.

Our customers and suppliers are located throughout the world. In 2017, approximately 42% percent of our revenue was generated outside the U.S. In addition, we have a number of research and development, administrative and sales facilities outside the U.S. and more than 54% of our employees are employed outside the U.S. Most of our suppliers' operations are outside the U.S. and most of our products are manufactured outside the U.S., both internally and by third-parties.

Because we have sizable sales and operations, including outsourcing and procurement arrangements, outside of the U.S., we have more complexity in our operations and are exposed to a unique set of global risks that could negatively impact our business, financial condition, results of operations, and cash flows, including but not limited to: (i) currency fluctuations, (ii) import/export regulations, tariffs, trade barriers and trade disputes, customs classifications and certifications, including but not limited to changes in classifications or errors or omissions related to such classifications and certifications, (iii) changes in U.S. and non-U.S. rules related to trade, environmental, health and safety, technical standards, consumer and intellectual property and consumer protection, (iv) longer payment cycles, (v) tax issues, such as tax law changes, variations in tax laws from country to country and as compared to the U.S., obligations under tax incentive agreements, difficulties in repatriating cash generated or held abroad in a tax-efficient manner and difficulties in securing local country approvals for cash repatriations, (vi) changes in foreign exchange regulations, (vii) challenges in collecting accounts receivable, (viii) cultural and language differences, (ix) employment regulations and local labor conditions, (x) privacy and data protection regulations and restrictions, (xi) difficulties protecting intellectual property in foreign countries, (xii) instability in economic or political conditions, including inflation, recession and actual or anticipated military or political conflicts and terrorism, (xiii) natural disasters, (xiv) public health issues or outbreaks, (xv) changes in laws or regulations that negatively impact benefits being received by us or that require costly modifications in products sold or operations performed in such countries, (xvi) litigation in foreign court systems and foreign enforcement or administrative proceedings, and (xvii) applicability of anti-corruption laws including the Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act.

We have a number of employees, contractors, representatives and agents in, and sell our products and services throughout, the Middle East and our operations, as well as demand for our products and services, could be negatively impacted by political conflicts and hostilities in this region. The potential for future unrest, terrorist attacks, increased global conflicts, hostility against U.S.-based multinational companies and the escalation of existing conflicts has created worldwide uncertainties that have negatively impacted, and may continue to negatively impact, demand for certain products of ours.

We also are subject to risks that our operations could be conducted by our employees, contractors, representatives or agents in ways that violate the FCPA, the U.K. Bribery Act, or other similar anti-corruption laws. While we have policies and procedures to comply with these laws, our employees, contractors, representatives and agents may take actions that violate our policies. Any such violations could have a negative impact on our business. Moreover, we face additional risks that our anti-corruption policies and procedures may be violated by TPSRs or other third-parties that help sell our products or provide other solutions and services, because such TPSRs and other third parties are not our employees, and, it is therefore more difficult to oversee [and control] their conduct.

***Many of our components and some of our products, including software, are developed and/or manufactured by third- parties and in some cases designed by third-parties and if such third-parties lack sufficient quality control, change the design of components or if there are significant changes in the financial or business condition of such third-parties, it may have a negative impact on our business.***

We rely on third-parties to develop and/or manufacture many of our components and some of our finished products, and to design certain components and finished products, as well as provide us with software necessary for the operation of those products and we may increase our reliance on such third-parties in the future. We could have difficulties fulfilling our orders and our sales and profits could decline if: (i) we are not able to engage such third-parties with the capabilities or capacities required by our business, (ii) such third-parties lack sufficient quality control or fail to deliver quality components, products, services or software on time and at reasonable prices, or deliver products, services or software that do not meet regulatory or industry standards or requirements, (iii) if there are significant changes in the financial or business condition of such third-parties, or (iv) if we have difficulties transitioning operations to such third-parties.

Because of the long life-cycle of many of our products, we need access to limited quantities of components for manufacturing and repair and suppliers have been and may continue to be unwilling to manufacture such components or may only do so at high prices. Certain key component suppliers are reducing the expected lifetime of key components, in particular semiconductor and electrical components, on some of our products. This could result in the need for more frequent product redesigns and increased engineering costs on some products or costly last time buys, which may negatively impact our financial performance. In addition, we may be unable to meet our repair obligations to our customers.



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

We enter into large, multi-year system and solutions and services contracts with large municipal, state, and nationwide government and commercial customers. In some cases we may not be the prime contractor and may be dependent on other third-parties such as commercial carriers or systems integrators. This exposes us to risks, including among others: (i) technological risks, especially when the contracts involve new technology, (ii) risk of defaults by third-parties on whom we are relying for products or services as part of our offering or who are the prime contractors, (iii) financial risks, including the estimates inherent in projecting costs associated with large, long-term contracts, the impact of currency fluctuations, inflation, and the related impact on operating results, (iv) cyber security risk, especially in managed services contracts with public safety and commercial customers that process data, and (v) political risk, especially related to the contracts with government customers. In addition, multi-year awards from governmental customers may often only receive partial funding initially and may typically be cancelable on short notice with limited penalties. Recovery of front loaded capital expenditures in long-term managed services contracts is dependent on the continued viability of such customers. The termination of funding for a government program or insolvency of commercial customer could result in a loss of anticipated future revenue attributable to that program, which could have an adverse impact on our profitability.

***Our success depends in part on our timely introduction of new products and technologies and our results can be impacted by the effectiveness of our significant investments in new products and technologies.***

The markets for certain products of ours are characterized by changing technologies and evolving industry standards. In some cases it is unclear what specific technology will be adopted in the market or what delivery model will prevail, including whether public safety LTE will be delivered via private networks, public carriers or some combination thereof. In addition, new technologies such as voice over LTE or push-to-talk clients over LTE could reduce sales of our traditional products. The shift to smart public safety and the prevalence of data in our customer's use cases results in our competing in a more fragmented marketplace. In addition, new technologies and new competitors continue to enter our markets at a faster pace than we have experienced in the past, resulting in increased competition from non-traditional suppliers, including public carriers, telecom equipment providers, consumer device manufacturers and software companies. New products are expensive to develop and bring to market and additional complexities are added when this process is outsourced as we have done in certain cases or as we increase our reliance on third-party content and technology. Our success depends, in substantial part, on the timely and successful introduction of new products, upgrades and enhancements of current products to comply with emerging industry standards, laws and regulations, such as China's proprietary technology, PDT, and to address competing technological and product developments carried out by our competitors. Developing new technologies to compete in a specific market may not be financially viable, resulting in our inability to compete in that market. The R&D of new, technologically-advanced products is a complex and uncertain process requiring high levels of innovation and investment, as well as the accurate anticipation of technology and market trends. Many of our products and systems are complex and we may experience delays in completing development and introducing new products or technologies in the future. We may focus our resources on technologies that do not become widely accepted or are not commercially viable or involve compliance obligations with additional areas of regulatory requirements.

Our results are subject to risks related to our significant investment in developing and introducing new products. These risks include among others: (i) difficulties and delays in the development, production, testing and marketing of products, particularly when such activities are done through third-parties, (ii) customer acceptance of products, (iii) the development of, approval of, and compliance with industry standards and regulatory requirements, (iv) the significant amount of resources we must devote to the development of new technologies, and (v) the ability to differentiate our products and compete with other companies in the same markets.

***If the quality of our products does not meet our customers' expectations or regulatory or industry standards, then our sales and operating earnings, and ultimately our reputation, could be negatively impacted.***

Some of the products we sell may have quality issues resulting from the design or manufacture of the product, or from the software used in the product. Sometimes, these issues may be caused by components we purchase from other manufacturers or suppliers. Often these issues are identified prior to the shipment of the products and may cause delays in shipping products to customers, or even the cancellation of orders by customers. Sometimes, we discover quality issues in the products after they have been shipped to our customers, requiring us to resolve such issues in a timely manner that is the least disruptive to our customers, particularly in light of the mission-critical nature of our communications products. Such pre-shipment and post-shipment quality issues can have legal, financial and reputational ramifications, including: (i) delays in the recognition of revenue, loss of revenue or future orders, (ii) customer-imposed penalties for failure to meet contractual requirements, (iii) increased costs associated with repairing or replacing products, and (iv) a negative impact on our goodwill and brand name reputation.

In some cases, if the quality issue affects the product's performance, safety or regulatory compliance, then such a "defective" product may need to be "stop-shipped" or recalled. Depending on the nature of the quality issue and the number of products in the field, it could cause us to incur substantial recall or corrective field action costs, in addition to the costs associated with the potential loss of future orders and the damage to our goodwill or brand reputation. In addition, we may be required, under certain customer contracts, to pay damages for failed performance that might exceed the revenue that we receive from the contracts. Recalls and field actions involving regulatory non-compliance could also result in fines and additional costs. Recalls and field actions could result in third-party litigation by persons or companies alleging harm or economic damage as a result of the use of the products.



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

In order to position ourselves to take advantage of growth opportunities or to meet other strategic needs such as product or technology gaps, we have made, and expect to continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include: (i) the difficulty or inability in integrating newly-acquired businesses and operations in an efficient and effective manner, (ii) risks associated with integrating financial reporting and internal control systems, (iii) the challenges in achieving strategic objectives, cost savings and other benefits from acquisitions, (iv) the risk that our contractual relationships or the markets do not evolve as anticipated and that the technologies acquired do not prove to be those needed to be successful in those markets, (v) the potential loss of key employees of the acquired businesses, (vi) the risk of diverting the attention of senior management from our operations, (vii) the risks of entering new markets in which we have limited experience, (viii) difficulties in integrating information technology systems and other business processes to accommodate the acquired businesses, (ix) challenges in integrating acquired businesses to create the operating platform for public safety and (x) future impairments of goodwill of an acquired business. In particular, failure to achieve targeted cost and revenue synergies could negatively impact our business performance.

Certain acquisition candidates in the industries in which we participate may carry higher relative valuations (based on revenues, earnings, cash flow, or other relevant multiples) than we do. This is particularly evident in software and certain services businesses. Acquiring a business that has a higher relative valuation than Motorola Solutions may be dilutive to our earnings. In addition, we may not pursue opportunities that are highly dilutive to near-term earnings.

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

***We have completed a number of large divestitures over the last several years and have ongoing obligations and potential liabilities associated with those transactions and the businesses we divested. In addition, these divestitures have resulted in less diversity of our business and our customer base, which could negatively impact our financial results in the event of a downturn in our mission-critical communications business.***

Over the last several years we have spun-off or sold a number of large businesses, including Motorola Mobility, our Networks business and our Enterprise business. In connection with our divestitures we typically remain liable for certain pre-closing liabilities associated with the divested business, such as pension liabilities, taxes, employment, environmental liabilities and litigation. In addition, although we often assign contracts associated with the divested business to a buyer in a divestiture, often that assignment will be subject to the consent of the contractual counterparty, which may not be obtained or may be conditioned, resulting in the company remaining liable under the contract. In connection with our divestitures we make representations and warranties and agree to covenants relating to the business divested. We remain liable for a period of time for breaches of representations, warranties and covenants and we also indemnify buyers in the event of such breaches and for other specific risks. Even though we establish reserves for any expected ongoing liability associated with divested businesses, those reserves may not be sufficient if unexpected liabilities arise and this could negatively impact our financial condition and future results of operations.

Because we are now singularly focused on mission-critical communications for public safety and commercial customers we have less diversity in our business and our customer base. A downturn in this business could have a greater negative impact on our financial results than when we were a more diversified communications provider.

***We face many risks relating to intellectual property rights.***

Our business will be harmed if: (i) we, our customers and/or our suppliers are found to have infringed intellectual property rights of third-parties, (ii) the intellectual property indemnities in our supplier agreements are inadequate to cover damages and losses due to infringement of third-party intellectual property rights by supplier products, (iii) we are required to provide broad intellectual property indemnities to our customers, (iv) our intellectual property protection is inadequate to protect against threats of misappropriation from internal or external sources or otherwise inadequate to protect our proprietary rights, or (v) our competitors negotiate significantly more favorable terms for licensed intellectual property. We may be harmed if we are forced to make publicly available, under the relevant open-source licenses, certain internally developed software-related intellectual property as a result of either our use of open-source software code or the use of third-party software that contains open-source code.

Since our products are comprised of complex technology, much of which we acquire from suppliers through the purchase of components or licensing of software, we are often involved in or impacted by assertions, including both requests for licenses and litigation, regarding patent and other intellectual property rights. Third-parties have asserted, and in the future may assert, intellectual property infringement claims against us and against our customers and suppliers. Many of these assertions are brought by non-practicing entities whose principle business model is to secure patent licensing-based revenue from product manufacturing companies. The patent holders often make broad and sweeping claims regarding the applicability of their patents to our products, seeking a percentage of sales as license fees, seeking injunctions to pressure us into taking a license, or a combination thereof. Defending claims may be expensive and divert the time and efforts of our management and employees. Increasingly, third-parties have sought broad injunctive relief which could limit our ability to sell our products in the U.S. or

elsewhere with intellectual property subject to the claims. If we do not succeed in any such litigation, we could be required to expend significant resources to pay damages, develop non-infringing products or to obtain licenses to the intellectual property that is the subject of such litigation, each of which could have a negative impact on our financial results. However, we cannot be certain that any such licenses, if available at all, will be available to us on commercially reasonable terms. In some cases, we might be forced to stop delivering certain products if we or our customer or supplier are subject to a final injunction.

We attempt to negotiate favorable intellectual property indemnities with our suppliers for infringement of third-party intellectual property rights. However, there is no assurance that we will be successful in our negotiations or that a supplier's indemnity will cover all damages and losses suffered by us and our customers due to the infringing products or that a supplier will choose to accept a license or modify or replace its products with non-infringing products which would otherwise mitigate such damages and losses. Further, we may not be able to participate in intellectual property litigation involving a supplier and may not be able to influence any ultimate resolution or outcome that may negatively impact our sales if a court enters an injunction that enjoins the supplier's products or if the International Trade Commission issues an exclusionary order that blocks our products from importation into the U.S. Intellectual property disputes involving our suppliers have resulted in our involvement in International Trade Commission proceedings from time to time. These proceedings are costly and entail the risk that we will be subjected to a ban on the importation of our products into the U.S. solely as a result of our use of a supplier's components.

In addition, our customers increasingly demand that we indemnify them broadly from all damages and losses resulting from intellectual property litigation against them. These demands stem from the increasing trend of the non-practicing entities that engage in patent enforcement and litigation targeting the end users of our products. End users are targeted so the non-practicing entities can seek royalties and litigation judgments in proportion to the value of the use of our products, rather than in proportion to the cost of our products. Such demands can amount to many times the selling price of our products.

Our patent and other intellectual property rights are important competitive tools and may generate income under license agreements. We regard our intellectual property as proprietary and attempt to protect it with patents, copyrights, trademarks, trade secret laws, confidentiality agreements and other methods. We also generally restrict access to and distribution of our proprietary information. Despite these precautions, it may be possible for a third-party to obtain and use our proprietary information or develop similar technology independently. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited in certain foreign countries. Unauthorized use of our intellectual property rights by third parties and the cost of any litigation necessary to enforce our intellectual property rights could have a negative impact on our financial results.

As we expand our business, including through acquisitions, and compete with new competitors in new markets, the breadth and strength of our intellectual property portfolio in those new markets may not be as developed as in our longer-standing businesses. This may expose us to a heightened risk of litigation and other challenges from competitors in these new markets. Further, competitors may be able to negotiate significantly more favorable terms for licensed intellectual property than we are able to, which puts them at a competitive advantage.

***We may not have the ability to settle the principal amount of the \$1 billion of 2% Senior Convertible Notes (the "Senior Convertible Notes") in cash in the event of conversion or to repurchase the Senior Convertible Notes upon the occurrence of a fundamental change, which could have a material effect on our reported financial results.***

Our Senior Convertible Notes are convertible any time. In the event of conversion, the Company currently intends to settle the principal amount of the Senior Convertible Notes in cash.

Under certain circumstances, convertible debt instruments (such as the Senior Convertible Notes) that may be settled entirely or partially in cash are evaluated for their impact on earnings per share utilizing the treasury stock method, the effect of which is that the shares issuable upon conversion of the Senior Convertible Notes are not included in the calculation of diluted earnings per share except to the extent that the conversion value of the Senior Convertible Notes exceeds their principal amount. Under the treasury stock method the number of shares outstanding for purposes of calculating diluted earnings per share includes the number of shares that would be required to settle the excess of the conversion value of the Senior Convertible Notes, if any, over the principal amounts of the Senior Convertible Notes (which would be settled in cash). The conversion value of the Senior Convertible Notes will exceed the principal amount of the notes to the extent the trading price of a share of our stock exceeds the effective conversion price as of the conversion date.

If we do not have adequate cash available, either from cash on hand, funds generated from operations or existing financing arrangements, or we cannot obtain additional financing arrangements, we may not be able to settle the principal amount of the Senior Convertible Notes in cash and, in the case of settlement of conversion elections, will be required to settle the principal amount of the Senior Convertible Notes in stock. If we settle any portion of the principal amount of the Senior Convertible Notes in stock, it will result in immediate, and possibly material, dilution to the interests of existing security holders.

Following any conclusion that we no longer have the ability to settle the Senior Convertible Notes in cash, we will be required on a going forward basis to change our accounting policy for earnings per share from the treasury stock method to the if-converted method. Earnings per share will most likely be significantly lower under the if-converted method as compared to the treasury stock method.

Our ability to repurchase the Senior Convertible Notes in cash upon the occurrence of a fundamental change or make any other required payments may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time. Our failure to repurchase the Senior Convertible Notes when required would result in an event of default with respect to the Senior Convertible Notes and may constitute an event of default or prepayment under, or result in the acceleration of the maturity of, our then-existing indebtedness.

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

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

As of December 22, 2017 the U.S. enacted wide-sweeping tax law changes that will impact our provision for income taxes. Certain provisions included in the legislation, primarily related to the taxation of non-U.S. income, do not contain sufficient details for us to determine the specific financial impact on the Company in future years. The future guidance or interpretations of the new law could result in an increase to our U.S. tax liability and a resulting negative impact on our future operating results.

Tax audits may also negatively impact our business, financial condition and results of operations. We are subject to continued examination of our income tax returns, and tax authorities may disagree with our tax positions and assess additional tax. We regularly evaluate the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from these continuing examinations will not have a negative impact on our future financial condition and operating results.

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

***Our success depends in part upon our ability to attract, retain and prepare succession plans for senior management and key employees.***

The performance of our CEO, senior management and other key employees is critical to our success. If we are unable to retain talented, highly qualified senior management and other key employees or attract them when needed, it could negatively impact our business. We rely on the experience of our senior management, most of whom have been with the Company for many years and as a result have specific knowledge relating to us and our industry that is difficult to replace and competition for management with experience in the communications industry is intense. A loss of the CEO, a member of senior management or key employee particularly to a competitor could also place us at a competitive disadvantage. Further, if we fail to adequately plan for the succession of our CEO, senior management and other key employees, our business could be negatively impacted.

***It may be difficult for us to recruit and retain the types of engineers and other highly-skilled employees that are necessary to remain competitive and layoffs of such skilled employees as a result of divestitures, restructuring activities or cost reductions may benefit our competitors.***

Competition for key technical personnel in high-technology industries is intense. As we expand our solutions and services business, we now have increased demand for technical personnel in areas like software development, which is an area of particularly high demand for skilled employees. We believe that our future success depends in large part on our continued ability to hire, assimilate, retain and leverage the skills of qualified engineers and other highly-skilled personnel needed to develop successful new products or services. We may not be as successful as our competitors at recruiting, assimilating, retaining and utilizing these highly-skilled personnel, which could have a negative impact on our business. In addition, as we have divested businesses and restructured our operations we have, in some cases, had to layoff engineers and other highly skilled employees. If these employees were to go to work for our competitors it could have a negative impact on our business.

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

Although we engaged in pension de-risking activities in 2014, we continue to have large underfunded pension obligations, in part resulting from the fact that we retained almost all of the U.S. pension liabilities and a major portion of our non-U.S. pension liabilities following our divestitures, including the distribution of Motorola Mobility, the sale of our Networks business and the sale of our Enterprise business. The funding position of our pension plans is affected by the performance of the financial markets, particularly the equity and debt markets, and the interest rates used to calculate our pension obligations for funding and expense purposes. Minimum annual pension contributions are determined by government regulations and calculated based upon our pension funding status, interest rates, and other factors. If the financial markets perform poorly, we have been and could be required to make additional large contributions. The equity and debt markets can be volatile, and therefore our estimate of future contribution requirements can change dramatically in relatively short periods of time. Similarly, changes in interest rates can affect our contribution requirements. In volatile capital market environments, the uncertainty of material changes in future minimum required contributions increases.

***Changes in our operations or sales outside the U.S. markets could result in lost benefits in impacted countries and increase our cost of doing business.***

We have entered into various agreements with non-U.S. governments, agencies or similar organizations under which we receive certain benefits relating to its operations and/or sales in the jurisdiction. If our circumstances change, and operations or sales are not at levels originally anticipated, we may be at risk of having to reimburse benefits already granted, and losing some or all of these benefits and increasing our cost of doing business.

***We transferred a significant portfolio of intellectual property rights, including patents, to Motorola Mobility and Zebra and we are unable to leverage these intellectual property rights as we did prior to the distribution of Motorola Mobility or the sale of our Enterprise business.***

We contributed approximately 17,200 granted patents and approximately 8,000 pending patent applications worldwide to Motorola Mobility in connection with the distribution. We also transferred approximately 2,700 granted patents and approximately 800 pending patent applications to Zebra in connection with the sale of the Enterprise business. Although we have a worldwide, perpetual, royalty-free license to these patents and other intellectual property rights, we no longer own them. As a result we are unable to leverage these intellectual property rights for purposes of generating licensing revenue or entering into favorable licensing arrangements with third-parties. As a result we may incur increased license fees or litigation costs. Although we cannot predict the extent of such unanticipated costs, it is possible such costs could negatively impact our financial results.

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

Our operations and the products we manufacture and/or sell are subject to a wide range of product regulatory and safety, consumer, worker safety and environmental laws. Compliance with such existing or future laws could subject us to future costs or liabilities, impact our production capabilities, constrict our ability to sell, expand or acquire facilities, restrict what products and services we can offer, and generally impact our financial performance. Some of these laws are environmental and relate to the use, disposal, clean up of, and exposure to certain substances. For example, in the U.S., laws often require parties to fund remedial studies or actions regardless of fault and often times in response to action or omissions that were legal at the time they occurred. We continue to incur disposal costs and have ongoing remediation obligations. Changes to environmental laws or our discovery of additional obligations under these laws could have a negative impact on our financial performance.

Laws focused on: (i) the energy efficiency of electronic products and accessories, (ii) recycling of both electronic products and packaging, (iii) reducing or eliminating certain hazardous substances in electronic products, and (iv) the transportation of batteries continue to expand significantly. Laws pertaining to accessibility features of electronic products, standardization of connectors and power supplies, the transportation of lithium-ion batteries and other aspects of our products are also proliferating. There are also demanding and rapidly changing laws around the globe related to issues such as product safety, radio interference, radio frequency radiation exposure, medical related functionality, and consumer and social mandates pertaining to use of wireless or electronic equipment. These laws, and changes to these laws, could have a substantial impact on whether we can offer certain products, solutions and services, on product costs, and on what capabilities and characteristics our products or services can or must include.

These laws could impact our products and negatively affect our ability to manufacture and sell products competitively. We expect these trends to continue. In addition, we anticipate that we will see increased demand to meet voluntary criteria related to reduction or elimination of certain constituents from products, increasing energy efficiency, and providing additional accessibility.

***We may be unable to obtain components and parts that are verified to be Democratic Republic of Congo ("DRC") Conflict Free, which could result in reputational damage if we disclose that our products include minerals that have been identified as "not found to be DRC conflict free" or if we disclose that we are unable to determine whether such minerals are included in our products.***

The Dodd-Frank Wall Street Reform and Consumer Protection Act included disclosure requirements regarding the use of tin, tantalum, tungsten and gold (which are defined as "conflict minerals") in our products and if the origin of these materials were from the DRC or an adjoining country. If the minerals originated from the DRC or an adjoining country then a company must disclose the measures it has taken to exercise due diligence and chain of custody to prevent the sourcing of such minerals that have been found to be financing conflict in the DRC. There is a limited pool of suppliers who can provide verifiable DRC Conflict Free components and parts, particularly since our supply chain is complex. As a result, we may be required to publicly disclose that we are not currently able to determine if the products we manufactured in 2017 are DRC Conflict Free. For future reporting years, if the industry systems that we are relying on are not mature enough for us to make a definitive Conflict Free determination, we may have to declare our products as "not found to be DRC conflict free," or such other definitional standard as determined by the SEC and/or the judicial system and we may face reputational challenges with our customers, other stockholders and the activist community as a result. In addition, the European Union has passed conflict minerals legislation which may have an impact on our reporting obligations and compliance programs in Europe.

***Any system or network disruption could have negative impact on our operations, sales and operating results.***

We rely extensively on our information systems to manage our business operations. Our systems are subject to damage or interruption from various sources, including power outages, computer and telecommunications failures, computer viruses, cyber security breaches, vandalism, severe weather conditions, catastrophic events, terrorism, and human error, and our disaster recovery planning cannot account for all eventualities. If our systems are damaged, fail to function properly, or otherwise become

compromised or unavailable, we may incur substantial costs to repair or replace them, and we may experience loss of critical data and interruptions or delays in our ability to perform critical functions, which could adversely affect our business and operating results. We also currently rely on a number of older legacy information systems that are harder to maintain and that we now have fewer resources to maintain since implementing our new ERP system. A system failure could negatively impact our operations and financial results. In addition, as we have outsourced more of our business operations we have increased our dependence on the IT systems of our outsourced business partners which are not under our direct management or control. Any disruption to either those outsourced systems or the communication links between Motorola Solutions and the outsourced supplier, may negatively impact our ability to manufacture, distribute, or repair products. We may incur additional costs to remedy the damages caused by these disruptions.

#### **Item 1B: Unresolved Staff Comments**

None.

#### **Item 2: Properties**

Motorola Solutions' principal executive offices are located at 500 W. Monroe Street, Chicago, Illinois 60661. Motorola Solutions also operates manufacturing facilities and sales offices in other U.S. locations and in many other countries.

As of December 31, 2017, we: (i) owned 2 facilities (manufacturing and office), both of which were located in Europe, (ii) leased 203 facilities, 105 of which were located in North America and South America and 98 of which were located in other countries and (iii) primarily utilized three major facilities for the manufacturing and distribution of our products, located in: Penang, Malaysia; Elgin, Illinois; and Berlin, Germany. Motorola Solutions sold its Penang, Malaysia facility and manufacturing operations to Sanmina Corporation ("Sanmina") on February 1, 2016.

We generally consider the productive capacity of our manufacturing facilities to be adequate and sufficient for our requirements. The extent of utilization of each manufacturing facility varies throughout the year.

In 2017, approximately 35% of our products were manufactured in Illinois and approximately 60% of our products were manufactured in Penang. We rely on third-party providers in order to enhance our ability to lower costs and deliver products that meet demand. If manufacturing in Malaysia or Illinois were disrupted, our overall productive capacity could be significantly reduced.

#### **Item 3: Legal Proceedings**

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

#### **Item 4: Mine Safety Disclosures**

Not applicable.

#### **Executive Officers of the Registrant**

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 16, 2018 and the positions they have held during the last five years with the Company:

Gregory Q. Brown; age 57; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 53; Executive Vice President and Chief Financial Officer since November 13, 2013; Corporate Vice President and Acting Chief Financial Officer from August 2013 to November 2013; and Corporate Vice President, Finance, Sales and Field Operations, from October 2012 to August 2013.

Bruce W. Brda; age 55; Executive Vice President, Products and Solutions since July 24, 2017; Executive Vice President, Products & Services from January 2016 to July 2017; Executive Vice President, Systems & Products from May 2015 to January 2016; Senior Vice President, Systems & Products from December 2014 to May 2015; Senior Vice President, Government Solutions from March 2014 to December 2014; and Senior Vice President, Global Solutions & Services from January 2013 to March 2014.

Mark S. Hacker; age 46; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; Senior Vice President and General Counsel from June 2013 to January 2015; and Corporate Vice President, Law, Sales and Product Operations, International and Legal Operations from January 2013 to June 2013.

John P. "Jack" Molloy; age 46; Executive Vice President, Worldwide Sales and Services since July 24, 2017; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; Senior Vice President, North America Sales from January 2014 to August 2015; Corporate Vice President, Central US & Canada and NA Energy Market from January 2013 to December 2013.

John K. Wozniak; age 46; Corporate Vice President and Chief Accounting Officer since November 3, 2009.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2018 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

## PART II

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

Motorola Solutions' common stock is listed on the New York Stock Exchange. The number of stockholders of record of its common stock on February 2, 2018 was 28,697.

Information regarding securities authorized for issuance under equity compensation plans is incorporated by reference to the information under the caption "Equity Compensation Plan Information" of Motorola Solutions' Proxy Statement for the 2018 Annual Meeting of Stockholders. The remainder of the response to this Item incorporates by reference Note 16, "Quarterly and Other Financial Data (unaudited)" of the Notes to Consolidated Financial Statements appearing under "Item 8: Financial Statements and Supplementary Data."

The following table provides information with respect to acquisitions by the Company of shares of its common stock during the quarter ended December 31, 2017.

#### ISSUER PURCHASES OF EQUITY SECURITIES

<i>Period</i>	<i>(a) Total Number of Shares Purchased</i>	<i>(b) Average Price Paid per Share <sup>(1)</sup></i>	<i>(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Program <sup>(2)</sup></i>	<i>(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Program <sup>(2)</sup></i>
09/28/17 to 10/25/17	—	N/A	—	\$ 1,833,468,345
10/26/17 to 11/22/17	749,423	\$ 91.59	749,423	\$ 1,770,826,834
11/23/17 to 12/27/17	610,029	\$ 92.39	610,029	\$ 1,708,468,411
Total	<u>1,359,452</u>	<u>\$ 91.95</u>	<u>1,359,452</u>	

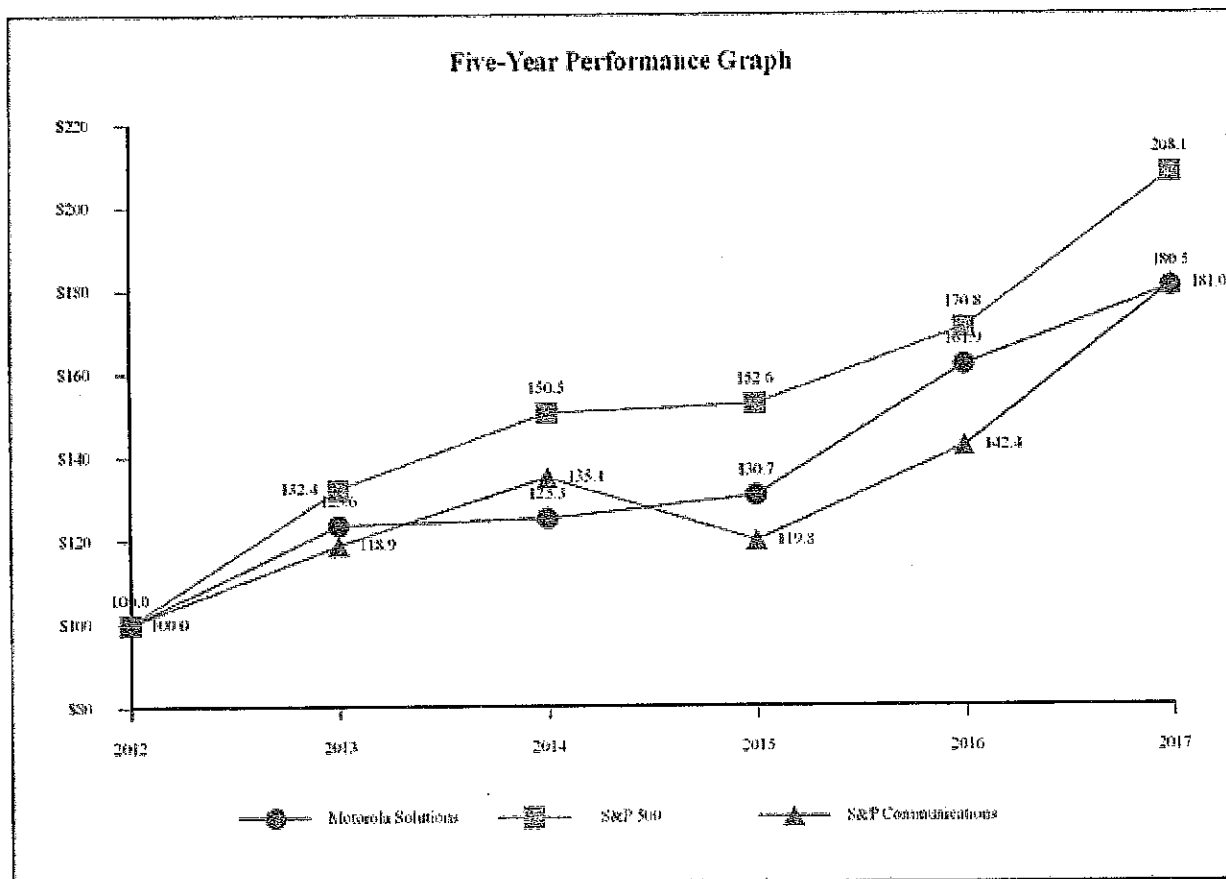
(1) Average price paid per share of common stock repurchased is the execution price, including commissions paid to brokers.

(2) Through a series of actions, the Board of Directors has authorized the Company to repurchase an aggregate amount of up to \$14.0 billion of its outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2017, the Company had used approximately \$12.3 billion, including transaction costs, to repurchase shares.

# **PERFORMANCE GRAPH**

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

This graph assumes \$100 was invested in the stock or the indices on December 31, 2012 and reflects the payment of dividends.





## Item 6: Selected Financial Data

(In millions, except per share amounts)	Years Ended December 31				
	2017	2016	2015	2014	2013
<b>Operating Results</b>					
Net sales	\$ 6,380	\$ 6,038	\$ 5,695	\$ 5,881	\$ 6,227
Operating earnings (loss)	1,282	1,067	994	(1,006)	947
Earnings (loss) from continuing operations, net of tax*	(155)	560	640	(697)	933
<b>Per Share Data (in dollars)</b>					
Diluted earnings (loss) from continuing operations per common share*	\$ (0.95)	\$ 3.24	\$ 3.17	\$ (2.84)	\$ 3.45
Earnings (loss) per diluted common share*	(0.95)	3.24	3.02	5.29	4.06
Diluted weighted average common shares outstanding (in millions)	162.9	173.1	201.8	245.6	270.5
Dividends declared per share	\$ 1.93	\$ 1.70	\$ 1.43	\$ 1.30	\$ 1.14
<b>Balance Sheet</b>					
Total assets	\$ 8,208	\$ 8,463	\$ 8,346	\$ 10,423	\$ 11,851
Total debt	4,471	4,396	4,349	3,400	2,461
<b>Other Data</b>					
Capital expenditures	\$ 227	\$ 271	\$ 175	\$ 181	\$ 169
% of sales	3.6%	4.5%	3.1%	3.1%	2.7%
Research and development expenditures	\$ 568	\$ 553	\$ 620	\$ 681	\$ 761
% of sales	8.9%	9.2%	10.9%	11.6%	12.2%

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

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

The following is a discussion and analysis of our financial position as of December 31, 2017 and 2016 and results of operations for each of the three years in the period ended December 31, 2017. This commentary should be read in conjunction with our consolidated financial statements and the notes thereto appearing under "Item 8: Financial Statements and Supplementary Data."

### Executive Overview

#### *Our Business*

We are a leading global provider of mission-critical communication infrastructure, devices, accessories, software, and services. Our products and services help government, public safety, and commercial customers improve their operations through increased effectiveness, efficiency, and safety of their mobile workforces. We serve our customers with a global footprint of sales in more than 100 countries and 15,000 employees worldwide based on our industry leading innovation and a deep portfolio of products and services.

We conduct our business globally and manage it by two segments:

**Products:** The Products segment is comprised of Devices and Systems. Devices includes two-way portable and vehicle mounted radios, accessories, and software features and upgrades. Systems includes the radio network core and central processing software, base stations, consoles, repeaters, and software applications and features. The primary customers of the Products segment are government, public safety and first-responder agencies, municipalities, and commercial and industrial customers who operate private communications networks and manage a mobile workforce. In 2017, the segment's net sales were \$3.8 billion, representing 59% of our consolidated net sales.

**Services:** The Services segment provides a full set of service offerings for government, public safety, and commercial communication networks including: (i) Integration services, (ii) Managed & Support services, and (iii) iDEN services. Integration services includes the implementation, optimization, and integration of systems, devices, software, and applications. Managed & Support services includes a continuum of service offerings beginning with repair, technical support, and hardware maintenance. More advanced offerings include network monitoring, software maintenance, and cyber security services. Managed service offerings range from partial or full operation of customer owned networks to operation of Motorola Solutions owned networks. Services and SaaS offerings are provided across all radio network technologies, Command Center Consoles, and Smart Public Safety Solutions. iDEN services consists primarily of hardware and software maintenance services for our legacy iDEN customers. In 2017, the segment's net sales were \$2.6 billion, representing 41% of our consolidated net sales.

#### **Trends Affecting Our Business**

**Impact of Macroeconomic Conditions:** The stronger U.S. dollar and weakening economic conditions had a negative impact on sales throughout 2015 and 2016, particularly in Latin America, parts of Europe, and China. During that time, the strengthening dollar reduced the purchasing power of our customers, and economic challenges negatively impacted government and commercial budgets in these regions. While economic conditions in parts of the world stabilized in 2017 in contrast to the prior year, we expect continued political and economic uncertainty, in particular with the United Kingdom's planned exit from the European Union (commonly referred to as "Brexit"), and in parts of Latin America and Europe.

**Focus on Managed & Support Services and Software:** Services continues to grow at a faster rate than the Products segment, driven by acquisitions as well as growth in Managed & Support services absent of acquisitions. While Services generally have lower gross margins than our Products segment, we expect revenue growth will continue to drive operating margin expansion. During the year ended December 31, 2017, our Services segment grew by 9%.

In addition, we continue to invest in software through internal development and strategic acquisitions, as our customers increasingly demand expanded technology solutions that are delivered via software and related services. This includes mobile applications and software in the Command Center that provide enhanced capabilities such as analytics and predictive intelligence. In some cases, government funding or mandates help drive this software expansion, such as Next Generation 9-1-1 funding in the United States, and Public Safety LTE investment in the United States, United Kingdom, and other countries. This evolving trend provides a growth opportunity for us.

#### **Recent Developments**

On February 1, 2018, we announced our intention to purchase Avigilon Corporation, a provider of advanced end-to-end security and surveillance solutions including video analytics, network video management hardware and software, surveillance cameras and access control solutions for a purchase price of approximately \$1.3 billion Canadian dollars. The acquisition is expected to be completed in the second quarter of 2018.

On July 28, 2017, we announced our intention to purchase Plant Holdings, Inc., the parent company of Airbus DS Communications. This acquisition will expand our software portfolio in the Command Center with additional solutions for Next Generation 9-1-1. The acquisition is expected to be completed in the first quarter of 2018.

### ***Recent Changes to U.S. Tax Law***

On December 22, 2017, the U.S. Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. The Tax Act contains broad and complex provisions including, but not limited to: (i) the reduction of corporate income tax rate from 35% to 21%, (ii) requiring companies to pay a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries, (iii) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries, (iv) modifying limitation on excessive employee remuneration, (v) requiring current inclusion in U.S. federal taxable income of certain earnings of controlled foreign corporations, (vi) repeal of corporate alternative minimum tax ("AMT") and changing how AMT credits can be realized, (vii) creating a new minimum tax, (viii) creating a new limitation on deductible interest expense, (ix) changing rules related to uses and limitations of net operating loss carryforwards and foreign tax credits created in tax years beginning after December 31, 2017, and (x) eliminating the deduction for income attributable to domestic production activities.

As required under U.S. GAAP, the effects of tax law changes are recognized in the period of enactment. Accordingly, we have recorded incremental income tax expense in the amount of \$874 million associated with the Tax Act during the year ended December 31, 2017.

### ***Change in Presentation***

During the first quarter of 2017, we restructured our regions to combine the North America and Latin America regions into one region which is now reflected as the Americas. Accordingly, we now report net sales in the following three geographic regions: the Americas, Europe, Middle East and Africa ("EMEA"), and Asia Pacific ("AP"). We have updated all periods presented to reflect this change in presentation.

### ***2017 financial results***

- Ended 2017 with a record backlog position of \$9.6 billion, up 15% compared to 2016
- Net sales were \$6.4 billion in 2017 compared to \$6.0 billion in 2016 and grew in every region
- Operating earnings were \$1.3 billion in 2017, compared to \$1.1 billion in 2016
- Recorded an \$874 million tax expense due to U.S. tax reform
- Loss from continuing operations was \$155 million, or \$0.95 per diluted common share in 2017, compared to earnings of \$560 million, or \$3.24 per diluted common share in 2016
- Operating cash flow increased \$181 million to \$1.3 billion in 2017
- Returned \$790 million of capital in the form of \$483 million in share repurchases and \$307 million in dividends in 2017 and invested \$298 million in acquisitions
- Increased our quarterly dividend by 11% to \$0.52 per share in November 2017

### ***Financial results for our two segments in 2017***

- In the Products segment, net sales were \$3.8 billion in 2017, an increase of \$123 million, or 3%, compared to \$3.6 billion in 2016. On a geographic basis, net sales increased in every region, compared to 2016. Operating earnings were \$914 million in 2017, compared to \$734 million in 2016. Operating margin increased in 2017 to 24.2% from 20.1% in 2016.
- In the Services segment, net sales were \$2.6 billion in 2017, an increase of \$219 million, or 9%, compared to \$2.4 billion in 2016. On a geographic basis, net sales increased in every region, compared to 2016. Managed & Support services grew 12% primarily driven by the acquisitions of Airwave, Spillman Technologies, Interexport and Kodiak Networks. Operating earnings were \$368 million in 2017, compared to \$333 million in 2016. Operating margin increased in 2017 to 14.1% from 13.9% in 2016.

### ***Looking Forward***

Entering 2018, we believe we are well-positioned to compete moving forward. We have a broad, compelling products and services portfolio specifically tailored for our mission-critical communications customer base that spans many layers of governments, public safety, and first responders, as well as commercial and industrial customers in a number of key verticals. As we add new products, features, and software upgrades, we ensure our solutions are interoperable and backward-compatible, enabling customers to confidently invest for their future needs while allowing them to utilize their prior investment in our technology.

Supplementing our traditional core business is our investment in our Managed & Support services business and software solutions in the Command Center. As communication networks have become increasingly complex, software-centric, and data-driven, we have shifted our offerings to align with this technology trend in serving our customers. We expect to continue to see growing demand for our Managed & Support services going forward. These services offerings help customers manage, support, and upgrade their networks as well as utilize features, applications, and data in new ways, including predictive policing, proactive support, or smarter response strategies. We expect our overall revenue mix to continue to shift towards software and services over time. We expanded our software solutions and services portfolios in 2017 with the acquisitions of Kodiak Networks and Interexport, respectively.

Another key technology trend complementing our existing business is the expanded use of broadband LTE by our customers. We have been proactively investing in next-generation public safety broadband solutions for years, as we believe public safety LTE solutions are the next-generation tool for our public safety first-responder customers. We believe our expertise in both public and private networks makes us uniquely qualified to provide these public safety broadband solutions to this customer base. We have now won the four largest public safety LTE network installations awarded to date and expect LTE sales to represent a larger portion of our revenue in the coming years.

We remain committed to driving shareholder value with revenue growth, operating leverage, cash flow generation, and efficient capital deployment. Our framework for efficient capital deployment of cash flow from operations consists of approximately: (i) 50% for acquisitions or share repurchases, (ii) 30% for dividends, and (iii) 20% for investments in the business through capital expenditures. We expect to continue a balanced approach in allocating capital through this framework. Our share repurchase program has approximately \$1.7 billion of authority available as of December 31, 2017.

## Results of Operations

	Years ended December 31					
(Dollars in millions, except per share amounts)	2017	% of Sales **	2016	% of Sales **	2015	% of Sales **
Net sales from products	\$ 3,772		\$ 3,649		\$ 3,676	
Net sales from services	2,608		2,389		2,019	
Net sales	6,380		6,038		5,695	
Costs of product sales	1,686	44.7 %	1,649	45.2 %	1,625	44.2 %
Costs of services sales	1,670	64.0 %	1,520	63.6 %	1,351	66.9 %
Costs of sales	3,356	52.6 %	3,169	52.5 %	2,976	52.3 %
Gross margin	3,024	47.4 %	2,869	47.5 %	2,719	47.7 %
Selling, general and administrative expenses	979	15.3 %	1,000	16.6 %	1,021	17.9 %
Research and development expenditures	568	8.9 %	553	9.2 %	620	10.9 %
Other charges	195	3.1 %	249	4.1 %	84	1.5 %
Operating earnings	1,282	20.1 %	1,067	17.7 %	994	17.5 %
Other income (expense):						
Interest expense, net	(201)	(3.2)%	(205)	(3.4)%	(173)	(3.0)%
Gains (losses) on sales of investments and businesses, net	3	— %	(6)	(0.1)%	107	1.9 %
Other	(8)	(0.1)%	(12)	(0.2)%	(11)	(0.2)%
Total other expense	(206)	(3.2)%	(223)	(3.7)%	(77)	(1.4)%
Earnings from continuing operations before income taxes	1,076	16.9 %	844	14.0 %	917	16.1 %
Income tax expense	1,227	19.2 %	282	4.7 %	274	4.8 %
Earnings (loss) from continuing operations	(151)	(2.4)%	562	9.3 %	643	11.3 %
Less: Earnings attributable to noncontrolling interests	4	0.1 %	2	— %	3	0.1 %
Earnings (loss) from continuing operations*	(155)	(2.4)%	560	9.3 %	640	11.2 %
Loss from discontinued operations, net of tax	—	— %	—	— %	(30)	(0.5)%
Net earnings (loss)*	\$ (155)	(2.4)%	\$ 560	9.3 %	\$ 610	10.7 %
Earnings (loss) per diluted common share*:						
Continuing operations	\$ (0.95)		\$ 3.24		\$ 3.17	
Discontinued operations	—		—		(0.15)	
Earnings per diluted common share*	\$ (0.95)		\$ 3.24		\$ 3.02	

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

\*\* Percentages may not add due to rounding.

## Geographic Market Sales by Locale of End Customer

	2017	2016	2015
Americas	68%	68%	71%
EMEA	21%	21%	17%
AP	11%	11%	12%
	100%	100%	100%

## **Results of Operations—2017 Compared to 2016**

### **Net Sales**

Net sales were \$6.4 billion in 2017, up \$342 million, or 6%, compared to \$6.0 billion in 2016, reflecting solid demand across the globe for our products and services. The increase in net sales is reflective of Products and Services growth in every region. Within the Products segment, Systems net sales increased in the Americas, while Devices net sales increased in every region. Services net sales increased, driven by the acquisitions of Airwave, Interexport, Spillman Technologies and Kodiak Networks and growth in Managed & Support and Integration services, absent of acquisitions.

### **Gross Margin**

Gross margin was \$3.0 billion, or 47.4% of net sales in 2017, compared to \$2.9 billion, or 47.5% of net sales in 2016.

### **Selling, General and Administrative Expenses**

SG&A expenses decreased 2% to \$979 million, or 15.3% of net sales in 2017, compared to \$1.0 billion, or 16.6% of net sales in 2016. The decrease in SG&A expenditures is primarily due to cost saving initiatives, partially offset by expenses associated with acquired businesses.

### **Research and Development Expenditures**

R&D expenditures increased 3% to \$568 million, or 8.9% of net sales in 2017, compared to \$553 million, or 9.2% of net sales in 2016. The increase in R&D expenditures is primarily due to increased expenses associated with acquired businesses.

### **Other Charges**

We recorded net other charges of \$195 million in 2017, compared to net charges of \$249 million in 2016. The charges in 2017 included: (i) \$151 million of charges relating to the amortization of intangibles, (ii) \$48 million of losses on settlements within a non-U.S. pension plan, (iii) \$33 million of net reorganization of business charges, (iv) \$9 million of asset impairments, and (v) \$1 million of charges for acquisition related transaction fees, partially offset by a \$47 million gain on legal settlements. The charges in 2016 included: (i) \$113 million of charges relating to the amortization of intangibles, (ii) \$97 million of net reorganization of business charges, including a \$17 million building impairment and a \$3 million impairment of our corporate aircraft, (iii) \$26 million of losses on settlements within a non-U.S. pension plan, and (iv) \$13 million of transaction fees on the acquisition of Airwave. The net reorganization of business charges are discussed in further detail in the "Reorganization of Businesses" section.

### **Net Interest Expense**

Net interest expense was \$201 million in 2017 compared to \$205 million in 2016. The decrease in net interest expense in 2017 compared to 2016 was a result of lower outstanding debt throughout 2017, due to the \$675 million term loan outstanding throughout 2016, which was repaid at the end of 2016.

### **Gains (losses) on Sales of Investments and Businesses, net**

Net gains on sales of investments and businesses were \$3 million in 2017, compared to net losses on sales of investments and businesses of \$6 million in 2016. The net gains in 2017 were primarily related to the sales of various equity investments. The net losses in 2016 consisted primarily of a \$19 million loss on the sale of an investment in United Kingdom treasury securities and a \$7 million loss from the sale of our Malaysia manufacturing operations, partially offset by \$20 million of gains on the sales of equity investments.

### **Other**

Net Other expense was \$8 million in 2017, compared to \$12 million in 2016. The net Other expense in 2017 was primarily comprised of a \$31 million foreign currency loss, partially offset by: (i) a \$15 million gain on derivative instruments, (ii) \$7 million of other non-operating gains and (iii) a \$1 million gain on equity method investments. The net Other expense in 2016 was primarily comprised of: (i) a \$56 million loss on derivative instruments, (ii) a \$10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave, (iii) a \$4 million investment impairment, and (iv) a \$2 million loss on the extinguishment of long-term debt, partially offset by: (i) a \$46 million foreign currency gain, (ii) \$9 million of other non-operating gains, and (iii) \$5 million gain on equity method investments.

### **Effective Tax Rate**

We recorded \$1.2 billion of net tax expense in 2017, an increase of \$945 million compared to \$282 million of net tax expense in 2016, or an effective tax rate of 33%. As a result of the Tax Act, we recorded \$874 million of non-recurring charges during 2017, primarily related to a valuation allowance of \$471 million against U.S. foreign tax credit carryforwards and income tax expense of \$366 million from the remeasurement of our deferred tax balances at the lower federal tax rate of 21%. Excluding the income tax effects from the Tax Act, our effective tax rate was lower than the current U.S. federal statutory rate of 35%.

Our effective tax rate in 2016 was lower than the U.S. statutory tax rate of 35% primarily due to lower tax rates on non-U.S. income.

Our effective tax rate will change from period to period based on non-recurring events, such as the settlement of income tax audits, changes in valuation allowances, changes in tax laws, and the tax impact of significant unusual or extraordinary items, as well as recurring factors including changes in the geographic mix of income and effects of various global income tax strategies.

### **Earnings (Loss) from Continuing Operations Attributable to Motorola Solutions, Inc.**

After taxes, we had a loss from continuing operations attributable to Motorola Solutions, Inc. of \$155 million, or \$0.95 per diluted share, in 2017, compared to earnings of \$560 million, or \$3.24 per diluted share, in 2016.

The decrease in earnings from continuing operations in 2017, as compared to 2016, was driven by an increase in income tax expense primarily related to an \$874 million charge for the implementation of the Tax Act.

### **Results of Operations—2016 Compared to 2015**

#### **Net Sales**

Net sales were \$6.0 billion in 2016, up \$343 million, or 6%, compared to \$5.7 billion in 2015. The increase in net sales is reflective of growth in every region. EMEA grew on Services sales, partially offset by lower Products sales. The increase in EMEA Services sales was due to expansion of our Managed & Support services, primarily from the acquisition of Airwave which provided \$462 million of net sales during the year ended December 31, 2016. The Americas grew on Products sales, partially offset by lower Services sales. The decrease in the Americas Services sales was primarily due to macroeconomic pressures in Latin America. AP grew on both Services and Products sales.

#### **Gross Margin**

Gross margin was \$2.9 billion, or 47.5% of net sales in 2016, compared to \$2.7 billion, or 47.7% of net sales in 2015.

#### **Selling, General and Administrative Expenses**

SG&A expenses decreased 2% to \$1.0 billion, or 16.6% of net sales in 2016, compared to \$1.0 billion, or 17.9% of net sales in 2015. The decrease in SG&A expenditures is primarily due to cost savings initiatives, including headcount reductions, partially offset by higher incentive compensation and acquisitions costs.

#### **Research and Development Expenditures**

R&D expenditures decreased 11% to \$553 million, or 9.2% of net sales in 2016, compared to \$620 million, or 10.9% of net sales in 2015. The decrease in R&D expenditures is primarily due to: (i) cost savings initiatives, including headcount reductions, and (ii) the movement of employees to lower cost work sites.

#### **Other Charges**

We recorded net other charges of \$249 million in 2016, compared to net charges of \$84 million in 2015. The charges in 2016 included: (i) \$113 million of charges relating to the amortization of intangibles, (ii) \$97 million of net reorganization of business charges, including a \$17 million building impairment and a \$3 million impairment on our corporate aircraft, (iii) \$26 million of losses on settlements within a non-U.S. pension plan, and (iv) \$13 million of transaction fees on the acquisition of Airwave. The charges in 2015 included: (i) \$108 million of net reorganization of business charges, including a \$31 million impairment of our corporate aircraft which was sold and (ii) \$8 million of charges relating to the amortization of intangibles, partially offset by a \$32 million non-U.S. pension curtailment gain. The net reorganization of business charges are discussed in further detail in the "Reorganization of Businesses" section.

#### **Net Interest Expense**

Net interest expense was \$205 million in 2016 compared to \$173 million in 2015. The increase in net interest expense in 2016 compared to 2015 was a result of higher outstanding debt balances throughout 2016.

#### **Gains (losses) on Sales of Investments and Businesses, net**

Net losses on sales of investments and businesses were \$6 million in 2016, compared to net gains on sales of investments and businesses of \$107 million in 2015. The net losses in 2016 consisted primarily of: (i) a \$19 million loss on the sale of an investment in United Kingdom treasury securities and (ii) a \$7 million loss from the sale of our Malaysia manufacturing operations, partially offset by \$20 million of gains on the sales of equity investments. The net gains in 2015 were related to the sales of equity investments.

#### **Other**

Net Other expense was \$12 million in 2016, compared to \$11 million in 2015. The net Other expense in 2016 was primarily comprised of: (i) a \$56 million loss on derivative instruments, (ii) a \$10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave, (iii) a \$4 million investment impairment, and (iv) a \$2 million loss on the extinguishment of long-term debt, partially offset by: (i) a \$46 million foreign currency gain, (ii) \$9 million of other non-operating gains, and (iii) a \$5 million gain on equity method investments. The net Other expense in 2015 was primarily comprised of: (i) a \$23 million foreign currency loss and (ii) a \$6 million investment impairment, partially offset by: (i) a \$7 million gain on derivative instruments, (ii) a \$6 million gain on equity method investments, and (iii) \$5 million of other non-operating gains.

#### **Effective Tax Rate**

We recorded \$282 million of net tax expense in 2016, resulting in an effective tax rate of 33%, compared to \$274 million of net tax expense in 2015, resulting in an effective tax rate of 30%. Our effective tax rate in 2016 and 2015 were lower than the U.S. statutory tax rate of 35% primarily due to lower tax rates on non-U.S. income.

Our effective tax rate will change from period to period based on non-recurring events, such as the settlement of income tax audits, changes in valuation allowances, and the tax impact of significant unusual or extraordinary items, as well as recurring factors including changes in the geographic mix of income and effects of various global income tax strategies.

#### Earnings (Loss) from Continuing Operations Attributable to Motorola Solutions, Inc.

After taxes, we had earnings from continuing operations attributable to Motorola Solutions, Inc. of \$560 million, or \$3.24 per diluted share, in 2016, compared to \$640 million, or \$3.17 per diluted share, in 2015.

The decrease in earnings from continuing operations in 2016, as compared to 2015, was primarily driven by: (i) a \$165 million increase in Other charges primarily due to the increase in intangible amortization expense and (ii) a \$113 million decrease in Gains on sales of investments and businesses, partially offset by: (i) a \$150 million increase in Gross margin, (ii) a \$67 million decrease in R&D, and (iii) a \$21 million decrease in SG&A. The increase in earnings from continuing operations per diluted share was driven by lower shares outstanding as a result of repurchases made through our ongoing share repurchase program, offset by a decrease in earnings from continuing operations.

#### Earnings from Discontinued Operations

In 2016, we reported no earnings from discontinued operations, compared to a loss from discontinued operations of \$30 million, or \$0.15 per diluted share, in 2015. The loss from discontinued operations in 2015 was related to the sale of the Enterprise business.

#### Segment Information

The following commentary should be read in conjunction with the financial results of each operating business segment as detailed in Note 12, "Information by Segment and Geographic Region," of our consolidated financial statements. Net sales and operating results for our two segments for 2017, 2016, and 2015 are presented below.

##### Products Segment

The Products segment's net sales represented 59% of our consolidated net sales in 2017, compared to 60% in 2016 and 65% in 2015.

(Dollars in millions)	Years ended December 31			Percent Change	
	2017	2016	2015	2017—2016	2016—2015
Segment net sales	\$ 3,772	\$ 3,649	\$ 3,676	3%	(1)%
Operating earnings (loss)	914	734	704	25%	4 %

#### Segment Results—2017 Compared to 2016

The segment's net sales increased \$123 million, or 3%, to \$3.8 billion in 2017, as compared to \$3.6 billion in 2016. On a geographic basis, net sales increased in every region in 2017, compared to 2016. Devices net sales increased in every region while Systems net sales increased in the Americas partially offset by decreases in EMEA and AP. The segment's backlog was \$1.9 billion at December 31, 2017 and \$1.5 billion at December 31, 2016.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 74% of the segment's net sales in both 2017 and 2016.

The segment had operating earnings of \$914 million in 2017, compared to \$734 million in 2016. The increase in operating earnings in 2017 compared to 2016 was driven primarily by higher net sales and lower SG&A expenses, R&D expenditures, and Other charges.

#### Segment Results—2016 Compared to 2015

The segment's net sales decreased \$27 million, or 1%, to \$3.6 billion in 2016, as compared to \$3.7 billion in 2015. The decrease in the segment's net sales was primarily driven by a decrease in global Systems sales and unfavorable foreign exchange rates with a strengthening U.S. dollar in EMEA, Latin America, and AP, partially offset by growth in Devices in the Americas and AP. On a geographic basis, net sales decreased in EMEA and increased in the Americas and AP in 2016, compared to 2015. The segment's backlog was \$1.5 billion at December 31, 2016 and \$1.2 billion at December 31, 2015.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 74% of the segment's net sales in 2016, up from 73% of the segment's net sales in 2015.

The segment had operating earnings of \$734 million in 2016, compared to \$704 million in 2015. The increase in operating earnings in 2016 compared to 2015 was driven primarily by: (i) lower SG&A and R&D expenditures as a result of cost savings initiatives including headcount reductions, partially offset by an increase in Other charges.



## Services Segment

The Services segment's net sales represented 41% of our consolidated net sales in 2017, compared to 40% in 2016 and 35% in 2015.

(Dollars in millions)	Years ended December 31			Percent Change	
	2017	2016	2015	2017—2016	2016—2015
Segment net sales	\$ 2,608	\$ 2,389	\$ 2,019	9%	18%
Operating earnings (loss)	368	333	290	11%	15%

### Segment Results—2017 Compared to 2016

The segment's net sales increased \$219 million, or 9%, to \$2.6 billion in 2017, as compared to \$2.4 billion in 2016. The increase in the segment's net sales was driven by growth in Managed & Support services and Integration services absent of acquisitions and the acquisitions of Interexport, Airwave, Spillman Technologies and Kodiak Networks. The net sales increase in the Americas was driven by Managed & Support services absent of acquisitions and the acquisitions of Interexport, Spillman Technologies and Kodiak Networks. The net sales increase in EMEA was driven by the acquisition of Airwave and growth in both Managed & Support services and Integration services absent of acquisitions. The net sales increase in AP was driven by growth in Integration services. The segment's backlog was \$7.7 billion at December 31, 2017 and \$6.9 billion at December 31, 2016.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 59% of the segment's net sales in 2017, up from 58% of the segment's net sales in 2016.

The segment had operating earnings of \$368 million in 2017 compared to \$333 million in 2016. The increase in operating earnings in 2017 compared to 2016 was driven primarily by higher net sales, partially offset by operating expenses related to acquisitions.

### Segment Results—2016 Compared to 2015

The segment's net sales increased \$370 million, or 18%, to \$2.4 billion in 2016, as compared to \$2.0 billion in 2015. The increase in the segment's net sales was primarily driven by higher Managed & Support services sales from both the acquisition of Airwave and absent of acquisitions. The acquisition of Airwave provided \$462 million of net sales within EMEA during the year ended December 31, 2016, while the Managed & Support services business absent of acquisitions grew in the Americas and AP. This sales growth was partially offset by: (i) a decrease in Integration services sales, with a significant decrease in EMEA related to the winding down of a large system implementation, (ii) declining iDEN services sales in the Americas, and (iii) the effect of unfavorable foreign exchange rates with a strengthening U.S. dollar in EMEA, Latin America, and AP. On a geographic basis, net sales increased in EMEA and AP and decreased in the Americas in 2016, compared to 2015. The segment's backlog was \$6.9 billion at December 31, 2016 and \$5.2 billion at December 31, 2015. The increase in the segment's backlog in 2016 compared to 2015 was driven in part by \$1.2 billion from the acquisition of Airwave.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 58% of the segment's net sales in 2016, down from 69% of the segment's net sales in 2015.

The segment had operating earnings of \$333 million in 2016 compared to \$290 million in 2015. The increase in operating earnings in 2016 compared to 2015 was driven primarily by: (i) increased sales volume generating higher gross margin on our Managed & Support services, primarily in EMEA due to the acquisition of Airwave, and (ii) lower SG&A expenditures due to cost savings initiatives, including headcount reductions, partially offset by an increase in Other charges, including \$105 million of intangible amortization expense, primarily associated with the Airwave acquisition.

## Reorganization of Businesses

In 2017, we recorded net reorganization of business charges of \$42 million relating to the separation of 400 employees, of which 300 were indirect employees and 100 were direct employees. The \$42 million of charges included \$9 million recorded to Cost of sales and \$33 million recorded to Other charges. Included in the aggregate \$42 million are charges of \$43 million for employee separation costs and \$8 million for exit costs, partially offset by \$9 million of reversals for accruals no longer needed.

During 2016, we recorded net reorganization of business charges of \$140 million relating to the separation of 1,300 employees, of which 900 were indirect employees and 400 were direct employees. The \$140 million of charges included \$43 million recorded to Cost of sales and \$97 million recorded to Other charges. Included in the aggregate \$140 million are charges of: (i) \$120 million for employee separation costs, (ii) \$20 million for impairments, including \$17 million for a building impairment and \$3 million for the impairment of corporate aircraft, and (iii) \$5 million for exit costs, partially offset by \$5 million of reversals for accruals no longer needed.

During 2015, we recorded net reorganization of business charges of \$117 million relating to the separation of 1,100 employees, of which 900 were indirect employees and 200 were direct employees. The \$117 million of charges in earnings from continuing operations included \$9 million recorded to Cost of sales and \$108 million recorded to Other charges. Included in the aggregate \$117 million are charges of: (i) \$74 million for employee separation costs, (ii) \$31 million for the impairment of

corporate aircraft, (iii) \$10 million for exit costs, and (iv) a \$6 million building impairment charge, partially offset by \$4 million of reversals for accruals no longer needed.

The following table displays the net charges incurred by business segment:

<i>Years ended December 31</i>	<b>2017</b>		<b>2016</b>		<b>2015</b>	
Products	\$	31	\$	106	\$	84
Services		11		34		33
	\$	42	\$	140	\$	117

Cash payments for exit costs and employee severance in connection with the reorganization of business plans were \$93 million, \$79 million, and \$71 million in 2017, 2016, and 2015, respectively. The reorganization of business accruals at December 31, 2017 were \$50 million, of which \$41 million relates to employee separation costs that are expected to be paid within one year and \$9 million relates primarily to lease termination obligations that are expected to be paid over a number of years.

## Liquidity and Capital Resources

We increased the aggregate of our cash and cash equivalent balances from \$1.0 billion as of December 31, 2016 to \$1.3 billion as of December 31, 2017. As highlighted in the consolidated statements of cash flows, our liquidity and available capital resources are impacted by four key components: (i) cash and cash equivalents, (ii) operating activities, (iii) investing activities, and (iv) financing activities.

### Cash and Cash Equivalents

At December 31, 2017, \$757 million of the \$1.3 billion cash and cash equivalents balance was held in the U.S. and \$511 million was held outside of the U.S. Restricted cash was approximately \$63 million at both December 31, 2017 and December 31, 2016.

In 2017, we repatriated approximately \$606 million in cash to the U.S. from international jurisdictions. Under the Tax Act, federal income taxes on dividends from foreign subsidiaries have been generally eliminated after December 31, 2017. The change in tax law will allow the Company to more simply repatriate foreign income in a tax exempt manner. However, we do not anticipate significant changes in liquidity or our ability to repatriate foreign earnings more efficiently in the future as a result of the Tax Act.

Undistributed earnings that we intend to reinvest indefinitely, and for which no U.S. income taxes have been provided, aggregate to \$1.8 billion at December 31, 2017. We currently have no plans to repatriate the foreign earnings permanently reinvested. If circumstances change and it becomes apparent that some or all of the permanently reinvested earnings will be remitted to the U.S. in the foreseeable future, an additional income tax charge may be necessary.

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

### Operating Activities

Net cash provided by operating activities from continuing operations in 2017 was \$1.3 billion, compared to cash provided by operating activities from continuing operations of \$1.2 billion in 2016 and cash provided by operating activities from continuing operations of \$1.0 billion in 2015. Operating cash flows in 2017, as compared to 2016, were positively impacted by higher revenue from continuing operations and resulting operating earnings. Operating cash flows in 2016, as compared to 2015, were positively impacted by higher earnings from continuing operations, offset by higher employee incentive compensation payments.

We expect to make a \$500 million debt funded contribution to our U.S. Pension Plans in 2018. As a result, we will generate a tax benefit under the current U.S. federal tax rate of 35% for the plan year 2017, before the enacted rate lowers to 21% as a result of the Tax Act. We expect to make approximately \$7 million of cash contributions to our Non-U.S. Pension Plans in 2018.

### Investing Activities

Net cash used by investing activities from continuing operations was \$448 million in 2017, compared to net cash used by investing activities from continuing operations of \$1.0 billion in 2016 and net cash used by investing activities from continuing operations of \$528 million in 2015. The decrease in net cash used by investing activities from 2016 to 2017 was primarily due to a decrease in acquisitions and investments, partially offset by lower proceeds from sales of investments and businesses. The increase in net cash used by investing activities from 2015 to 2016 was primarily due to the acquisition of Airwave, offset by the sale of an investment used to fund the acquisition.

**Acquisitions and Investments:** We used net cash of \$404 million for acquisitions and new investment activities in 2017, compared to \$1.5 billion in 2016, and \$586 million in 2015. The cash used during 2017 was used for investment in short-term government securities, and the acquisitions (net of acquired cash) of Kodiak Networks for \$225 million and Interexport for \$55 million. In 2016, we paid cash of \$1.0 billion related to the acquisition of Airwave, \$217 million for the acquisition of Spillman, and

\$26 million related to the acquisition of other software and services related businesses. The remainder of the cash was used for several debt and equity investments. In 2015, we invested \$401 million in order to partially offset our foreign currency risk associated with the purchase of Airwave. We liquidated these investments in February 2016 to partially fund the acquisition. Additionally, we paid \$49 million for the acquisition of two public safety software solution providers, as well as several debt and equity investments.

**Sales of Investments and Businesses:** We received \$183 million of proceeds in 2017, compared to \$670 million in 2016, and \$230 million in 2015. The \$183 million of cash provided by investments in 2017 primarily consisted of the sales of short-term government securities. The \$670 million of cash received in 2016 was primarily comprised of: (i) \$382 million from the sale of an investment used to finance the acquisition of Airwave, (ii) \$242 million from the sales of various debt and equity securities, and (iii) \$46 million from the sale of our Penang, Malaysia facility and manufacturing operations. The \$230 million of cash received in 2015 was primarily comprised of: (i) \$49 million reimbursement from Zebra for cash transferred with the sale of the Enterprise business in conjunction with legal entities sold through a stock sale, (ii) \$107 million from the sale of two equity investments, (iii) \$13 million net cash received from Zebra for the final purchase price adjustment, as well as for reimbursement of liabilities of the Enterprise business paid on Zebra's behalf, and (iv) proceeds from the sale of various debt and equity securities, partially offset by \$27 million of net cash transferred in conjunction with the sale of our ownership interest in a majority owned subsidiary to the entity's noncontrolling interest.

**Capital Expenditures:** Capital expenditures were \$227 million in 2017, compared to \$271 million in 2016, and \$175 million in 2015. The decrease in capital spending in 2017, as compared to 2016, was primarily driven by lower facilities spend and lower expenditures on networks that we build and operate on behalf of our customers, partially offset by an increase in information technology spend. The increase in capital spending in 2016, as compared to 2015, was primarily driven by an increase in expenditures on networks that we build and operate on behalf of our customers, information technology spend and facilities expenditures.

**Sales of Property, Plant, and Equipment:** We had no proceeds related to the sale of property, plant, and equipment in 2017, compared to \$73 million in 2016 and \$3 million in 2015. The proceeds in 2016 were driven by the sale of buildings and land on the Schaumburg, IL campus and the sale of the corporate aircraft. The proceeds in 2015 were primarily comprised of sales of buildings and land.

### **Financing Activities**

Net cash used for financing activities was \$722 million in 2017, compared to \$1.0 billion in 2016, and \$2.4 billion in 2015. Cash used for financing activities in 2017 was primarily comprised of: (i) \$483 million used for purchases under our share repurchase program and (ii) \$307 million of cash used for the payment of dividends, partially offset by \$82 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

Cash used for financing activities in 2016 was primarily comprised of: (i) \$842 million used for purchases under our share repurchase program and (ii) \$280 million of cash used for the payment of dividends, partially offset by \$93 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

Cash used for financing activities in 2015 was primarily comprised of: (i) \$3.2 billion used for purchases under our share repurchase program and (ii) \$277 million of cash used for the payment of dividends, partially offset by: (i) \$971 million of net proceeds from the issuance of the Senior Convertible Notes and (ii) \$84 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

**Current and Long-Term Debt:** We had outstanding long-term debt of \$4.5 billion and \$4.4 billion, including the current portions of \$52 million and \$4 million, at December 31, 2017 and December 31, 2016, respectively. In the acquisition of Interexport, we assumed \$92 million of debt, including a current portion of \$40 million, primarily related to capital leases.

On August 25, 2015, we entered into an agreement with Silver Lake Partners to issue \$1.0 billion of 2% Senior Convertible Notes which mature in September 2020. The notes became fully convertible as of August 25, 2017. The notes are convertible based on a conversion rate of 14.7476, as may be adjusted for dividends declared, per \$1,000 principal amount (which is currently equal to a published conversion price of \$67.81 per share). The exercise price adjusts automatically for dividends. In the event of conversion, the notes may be settled in either cash or stock, at our discretion. We intend to settle the principal amount of the Senior Convertible Notes in cash.

We have investment grade ratings on our senior unsecured long-term debt from the three largest U.S. national rating agencies. We believe that we will be able to maintain sufficient access to the capital markets. Any future disruptions, uncertainty, volatility in the capital markets, or deterioration in our credit ratings may result in higher funding costs for us and adversely affect our ability to access funds.

We may, from time to time, seek to retire certain outstanding debt of ours through open market cash purchases, privately-negotiated transactions or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors.

**Share Repurchase Program:** Through a series of actions, the Board of Directors has authorized an aggregate share repurchase amount of up to \$14.0 billion of our outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2017, we have used approximately \$12.3 billion of the share repurchase authority, including transaction costs, to repurchase shares, leaving approximately \$1.7 billion of authority available for future repurchases.

During 2017, we paid an aggregate of \$483 million, including transaction costs, to repurchase 5.7 million shares at an average price of \$85.32 per share. During 2016, we paid an aggregate of \$842 million, including transaction costs, to repurchase 12.0 million shares at an average price of \$70.28. During 2015, we paid an aggregate of \$3.2 billion, including transaction costs, to repurchase 48.0 million shares at an average price of \$66.22. Shares repurchased in 2015 include 30.1 million shares repurchased under a modified "Dutch auction" tender offer at a tender price of \$66.50 for an aggregate of \$2.0 billion, including transaction costs.

**Payment of Dividends:** We paid cash dividends to holders of our common stock of \$307 million in 2017, \$280 million in 2016, and \$277 million in 2015. Subsequent to quarter end, we paid an additional \$84 million in cash dividends to holders of our common stock.

#### **Credit Facilities**

As of December 31, 2017, we had a \$2.2 billion unsecured revolving credit facility scheduled to mature in April 2022, which can be used for borrowing and letters of credit (the "2017 Motorola Solutions Credit Agreement"). The 2017 Motorola Solutions Credit Agreement includes a \$500 million letter of credit sub-limit with \$450 million of fronting commitments. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the London Interbank Offered Rate, at our option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if our credit rating changes. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2017 Motorola Solutions Credit Agreement. We were in compliance with our financial covenants as of December 31, 2017. During the twelve months ended December 31, 2017, we had borrowings and repayments of \$150 million under the 2017 Motorola Solutions Credit Agreement. Such borrowings were used to purchase Kodiak Networks in April of 2017, and were repaid using cash from operations in June of 2017. No letters of credit were issued under the revolving credit facility as of December 31, 2017.

#### **Contractual Obligations and Other Purchase Commitments**

Summarized in the table and text below are our obligations and commitments to make future payments under long-term debt obligations, lease obligations, purchase obligations and tax obligations as of December 31, 2017.

(in millions)	Payments Due by Period							Uncertain Timeframe	Thereafter
	Total	2018	2019	2020	2021	2022			
Long-term debt obligations	\$ 4,528	\$ 52	\$ 6	\$ 1,007	\$ 417	\$ 770	\$ —	\$ —	\$ 2,276
Lease obligations	661	121	107	82	64	53	—	—	234
Purchase obligations*	237	173	41	15	7	1	—	—	—
Tax obligations	76	14	—	—	—	—	62	—	—
Total contractual obligations	\$ 5,502	\$ 360	\$ 154	\$ 1,104	\$ 488	\$ 824	\$ 62	\$ —	\$ 2,510

\*Amounts included represent firm, non-cancelable commitments.

**Lease Obligations:** We lease certain office, factory and warehouse space, land, information technology and other equipment, principally under non-cancelable operating leases. Our future minimum lease obligations, net of minimum sublease rentals, totaled \$661 million. Rental expense, net of sublease income, was \$94 million in 2017, \$84 million in 2016, and \$42 million in 2015.

**Purchase Obligations:** During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. In addition, we have entered into software license agreements which are firm commitments and are not cancelable. We had entered into firm, noncancelable, and unconditional commitments under such arrangements through 2022. The total payments expected to be made under these agreements are \$237 million, of which \$220 million relate to take or pay obligations from arrangements with suppliers for the sourcing of inventory supplies and materials. We do not anticipate the cancellation of any of our take or pay agreements in the future and estimate that purchases from these suppliers will exceed the minimum obligations during the agreement periods.

**Tax Obligations:** We have approximately \$76 million of unrecognized income tax benefits relating to multiple tax jurisdictions and tax years. Based on the potential outcome of our global tax examinations, or the expiration of the statute of limitations for specific jurisdictions, it is reasonably possible that the unrecognized tax benefits will change within the next twelve months. The associated net tax impact on the effective tax rate, exclusive of valuation allowance changes, is estimated to be in the range of a \$10 million tax charge to a \$30 million tax benefit, with cash payments not expected to exceed \$20 million.

**Commitments Under Other Long-Term Agreements:** We have entered into certain long-term agreements to purchase software, components, supplies and materials from suppliers which are not "take or pay" in nature. Most of the agreements extend for periods of one to three years (three to five years for software). Generally, these agreements do not obligate us to make any purchases, and many permit us to terminate the agreement with advance notice (usually ranging from 60 to 180 days). If we were to terminate these agreements, we generally would be liable for certain termination charges, typically based on work performed and supplier on-hand inventory and raw materials attributable to canceled orders. Our liability would only arise in the event we terminate the agreements for reasons other than "cause."

We outsource certain corporate functions, such as benefit administration and information technology-related services, under third-party contracts, the longest of which is expected to expire in 2022. Our remaining payments under these contracts are approximately \$97 million over the remaining life of the contracts; however, these contracts can be terminated. Termination would result in a penalty substantially less than the remaining annual contract payments. We would also be required to find another source for these services, including the possibility of performing them in-house.

As is customary in bidding for and completing certain projects and pursuant to a practice we have followed for many years, we have a number of performance bonds, bid bonds, standby letters of credit and surety bonds outstanding (collectively, referred to as "Performance Bonds"), primarily relating to projects with our government customers. These Performance Bonds normally have maturities of multiple years and are standard in the industry as a way to give customers a convenient mechanism to seek resolution if a contractor does not satisfy certain requirements under a contract. Typically, a customer can draw on the Performance Bond only if we do not fulfill all terms of a project contract. If such an occasion occurred, we would be obligated to reimburse the institution that issued the Performance Bond for the amounts paid. In our long history, it has been rare for us to have a Performance Bond drawn upon. At December 31, 2017, outstanding Performance Bonds totaled approximately \$2.4 billion, compared to \$2.2 billion at December 31, 2016. Any future disruptions, uncertainty, or volatility in bank, insurance or capital markets, or a change in our credit ratings could adversely affect our ability to obtain Performance Bonds and may result in higher funding costs to obtain such Performance Bonds.

**Off-Balance Sheet Arrangements:** At December 31, 2017, we had no significant off-balance sheet arrangements other than operating leases and guarantees to third parties as described in Note 11 to the consolidated financial statements and our obligation to settle the embedded conversion option under the Senior Convertible Notes described in Note 4 to the consolidated financial statements.

#### **Long-term Customer Financing Commitments**

**Outstanding Commitments:** Certain purchasers of our products and services may request that we provide long-term financing (defined as financing with a term of greater than one year) in connection with the sale of equipment. These requests may include all or a portion of the purchase price of the products and services. Our obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of us by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from us. We had outstanding commitments to provide long-term financing to third-parties totaling \$93 million at December 31, 2017, compared to \$125 million at December 31, 2016.

**Outstanding Long-Term Receivables:** We had non-current long-term receivables of \$19 million at December 31, 2017, compared to \$49 million at December 31, 2016. There were no allowances for losses in 2017 and \$2 million of allowances for losses in 2016. These long-term receivables are generally interest bearing, with interest rates ranging from 0% to 11%.

#### **Sales of Receivables**

From time to time, we sell accounts receivable and long-term receivables to third-parties under one-time arrangements. We may or may not retain the obligation to service the sold accounts receivable and long-term receivables. Servicing obligations are limited to collection activities for sold accounts receivables and long-term receivables.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2017, 2016, and 2015:

<i>Years ended December 31</i>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Accounts receivable sales proceeds	\$ 193	\$ 51	\$ 29
Long-term receivables sales proceeds	284	289	196
<b>Total proceeds from receivable sales</b>	<b>\$ 477</b>	<b>\$ 340</b>	<b>\$ 225</b>

At December 31, 2017, the Company had retained servicing obligations for \$873 million of long-term receivables, compared to \$774 million of long-term receivables at December 31, 2016. Servicing obligations are limited to collection activities related to the sales of accounts receivables and long-term receivables.

#### **Adequate Internal Funding Resources**

We believe that we have adequate internal resources available to fund expected working capital and capital expenditure requirements for the next twelve months as supported by the level of cash and cash equivalents in the U.S., the ability to repatriate funds from foreign jurisdictions, cash provided by operations, as well as liquidity provided by our \$2.2 billion revolving credit facility.

#### **Other Contingencies**

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

**Indemnification Provisions:** We may provide indemnifications for losses that result from the breach of general warranties contained in certain commercial, intellectual property and divestiture agreements. Historically, we have not made significant payments under these agreements, nor have there been significant claims asserted against us. However, there is an increasing risk in relation to intellectual property indemnities given the current legal climate. In indemnification cases, payment by us is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract, which procedures typically allow us to challenge the other party's claims. In some instances we may have recourse against third-parties for certain payments made by us. Further, our obligations under divestiture agreements for indemnification based on breach of representations and warranties are generally limited in terms of duration, typically not more than 18 months, and for amounts not in excess of a percentage of the contract value.

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

## Critical Accounting Policies

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

Management bases its estimates and judgments on historical experience, current economic and industry conditions and on various other factors that are believed to be reasonable under the circumstances. This forms the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. Management believes the following significant accounting policies require significant judgment and estimates.

### Revenue Recognition

Net sales consist of a wide range of activities including the delivery of stand-alone equipment or services, custom design and installation over a period of time, and bundled sales of equipment, software and services. We enter into revenue arrangements that may consist of multiple deliverables of our products and services due to the needs of our customers, including any combination of products, services and software. For multiple-element arrangements, deliverables are separated into more than one unit of accounting when: (i) the delivered element(s) have value to the customer on a stand-alone basis and (ii) delivery of the undelivered element(s) is probable and substantially in our control.

In these arrangements, we generally allocate revenue to all deliverables based on their relative selling prices, applying an estimated selling price ("ESP") as our best estimate of fair value. We determine ESP by: (i) collecting all reasonably available data points including sales, cost and margin analysis of the product or service, and other inputs based on our normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points, when appropriate, based on major product or service type, type of customer, geographic market, and sales volume. Once elements of an arrangement are separated into more than one unit of accounting, revenue is recognized for each separate unit of accounting based on the nature of the revenue as described above. Our arrangements with multiple deliverables may also contain one or more software deliverables that are subject to software revenue recognition guidance. In limited circumstances, we have established vendor specific objective evidence ("VSOE") of fair value on certain post-contract service offerings. Where the contract contains more than one software deliverable and VSOE does not exist for the undelivered software elements, revenue is deferred until the undelivered element is delivered. When the final undelivered software element is post contract support, revenue is recognized on a ratable basis over the remaining service period.

For long-term contracts that involve customization of equipment and/or software, we generally recognize revenue using the percentage of completion method based on the percentage of costs incurred to date compared to the total estimated costs to complete the contract ("Estimated Costs at Completion"). Total Estimated Costs at Completion include direct labor, material and subcontracting costs. Due to the nature of the work required to be performed under many of our long-term contracts, determining Estimated Costs at Completion is complex and subject to many variables. We have a standard and disciplined quarterly process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs at Completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, and performance by subcontractors, among other variables. Based on this analysis, any quarterly adjustments to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. Changes in estimates of net sales or cost of sales could affect the profitability of one or more of our contracts.

The impact on operating earnings as a result of changes in Estimated Costs at Completion was not significant for the years 2017, 2016, and 2015. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period the loss is determined.

### ***Retirement Benefits***

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

Accounting methodologies use an attribution approach that generally spreads the effects of individual events over the service lives of the participants in the plan, or estimated average lifetime when almost all of the plan participants are considered "inactive." Examples of "events" are plan amendments and changes in actuarial assumptions such as discount rate, expected long-term rate of return on plan assets, and rate of compensation increases.

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

We use long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop our expected rate of return assumption used in calculating the net periodic pension cost and the net retirement health care expense. Our investment return assumption for the U.S. Pension Benefit Plans was 6.95% in 2017 and 7.00% in 2016. Our investment return assumption for the Postretirement Health Care Benefits Plan was 7.00% in 2017 and 2016. Our weighted average investment return assumption for the Non-U.S. Plans was 5.20% in 2017 and 5.90% in 2016. At December 31, 2017, the pension plans, including the U.S. Pension Benefit Plans and Non-U.S. Plans investment portfolios were comprised of approximately 29% equity investments, while the Postretirement Health Care Benefits Plan was all comprised of approximately 34% equity investments.

A second key assumption is the discount rate. The discount rate assumptions used for pension benefits and Postretirement Health Care Benefits Plan reflects, at December 31 of each year, the prevailing market rates for high-quality, fixed-income debt instruments that, if the obligation was settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. Our discount rates for measuring our U.S. Pension Benefit Plan obligations were 3.79% and 4.42% at December 2017 and 2016, respectively. Our weighted average discount rates for measuring our Non-U.S. Plans were 2.34% and 2.54% at December 2017 and 2016, respectively. Our discount rates for measuring the Postretirement Health Care Benefits Plan obligation were 3.62% and 4.11% at December 31, 2017 and 2016, respectively.

Under relevant accounting rules, when almost all of the plan participants are considered inactive, the amortization period for certain unrecognized losses changes from the average remaining service period to the average remaining lifetime of the participant. As such, depending on the specific plan, we amortize gains and losses over periods ranging from eleven to thirty-four years. Prior service costs are being amortized over periods ranging from one to five years. Benefits under all pension plans are valued based on the projected unit credit cost method.

Effective January 1, 2016, we began to use a full yield curve approach in the estimation of our interest and service cost components of our net periodic cost, which uses a single weighted-average discount rate derived from the yield curve used to measure the projected benefit obligation at the beginning of the period. This method was elected to improve the correlation between projected benefit cash flows and the corresponding yield curve spot rates and to provide a more precise measurement of interest and service costs. Prior to January 1, 2016, estimates of interest and service cost components used a single weighted-average discount rate derived from the yield curve used to measure the projected benefit obligation at the beginning of the year.

### ***Valuation and Recoverability of Goodwill***

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

The goodwill impairment assessment is performed at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a "component"). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and segment management regularly reviews the operating results of that component. When two or more components of an operating segment have similar economic characteristics, the components are aggregated and deemed a single reporting unit. An operating segment is deemed to be a reporting unit if all of its components are similar, if none of its components is a reporting unit, or if the segment comprises only a



single component. Based on this guidance, we have determined that our Products and Services segments each meet the definition of a reporting unit. We performed a qualitative assessment of goodwill and determined that it was not more-likely-than-not that the fair value of each reporting unit was less than its carrying amount for the fiscal years 2017, 2016, and 2015. In performing this qualitative assessment we assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value, and entity-specific events. For fiscal years 2017, 2016, and 2015, we concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value.

#### ***Valuation of Deferred Tax Assets and Liabilities***

We record deferred income tax assets and liabilities based on the estimated future tax effects of differences between the financial and tax bases of assets and liabilities based on the currently enacted tax laws. As a result of the enactment of the Tax Act, we have reflected our best estimates and assumptions regarding: (i) the value of deferred income tax assets and liabilities based on the enacted corporate federal tax rate of 21%, (ii) the value of foreign tax credit carryforwards based on our ability to utilize foreign tax credits to offset future income tax liabilities and (iii) the accounting impact of new rules such as Global Intangible Low-Taxed Income ("GILTI") and Base Erosion Anti-abuse Tax ("BEAT"). We will continue to evaluate the valuation of our deferred tax positions on a quarterly basis to determine if valuation allowances are appropriately estimated by considering available evidence, including historical and projected taxable income and tax planning strategies that are both prudent and feasible. As our understanding of the application of certain rules under the Tax Act becomes clarified, we will further refine our estimates throughout 2018.

#### ***Recent Accounting Pronouncements***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." This new standard will replace the existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is the recognition of revenue for the transfer of goods and services equal to the amount an entity expects to receive for those goods and services. This ASU requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates and changes in those estimates. In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers: Deferral of the Effective Date" that delayed the effective date of ASU No. 2014-09 by one year to January 1, 2018, as our annual reporting period begins after December 15, 2017.

We have analyzed the impact of the new standard on our financial results based on an inventory of our current contracts with customers. We have obtained an understanding of the new standard and currently believe that we will retain much of the same accounting treatment used to recognize revenue under current standards. Revenue on a significant portion of our contracts is currently recognized under percentage of completion accounting applying a cost-to-cost method, including contracts for radio network deployments based on the APCO P25, TETRA, and DMR technologies, as well as certain offerings within our Smart Public Safety Solutions requiring significant integration (collectively "network integration contracts").

Under the new standard, we must identify the distinct promises to transfer goods and/or services within our contracts using certain factors. For network integration contracts, we have considered the factors used to determine whether promises made in the contract are distinct and determined that devices and accessories represent distinct goods. Accordingly, adoption of the new standard will impact our network integration contracts that include devices and accessories, with the resulting impact being revenue recognized earlier as control of the devices and accessories transfers to the customer at a point in time rather than over time. For the remaining promised goods and services within our network integration contracts, we will continue to recognize revenue on these contracts using a cost-to-cost method based on the continuous transfer of control to the customer over time. Transfer of control in our contracts is demonstrated by creating a customized asset for customers, in conjunction with contract terms which provide the right to receive payment for goods and services.

In addition, the standard may generally cause issuers to accelerate revenue recognition in contracts which were previously limited by software revenue recognition rules. While we have contracts which fall under these rules in the current standard, we have not historically deferred significant amounts of revenue under these rules as many arrangements are single-element software arrangements or sales of software with a tangible product which falls out of the scope of the current software rules. Based on the contracts currently in place, we do not anticipate a significant acceleration of revenue upon applying the new standard to our current contracts under these fact patterns.

The new standard also requires the concept of transfer of control to determine whether an entity must present revenue from providing goods or services at the gross amount billed to a customer (as a principal) or at the net amount retained (as an agent). Therefore, an entity must assess whether it controls the goods or services provided to a customer before they are transferred. The new standard provides three indicators to assist entities in determining control. Under the current standard, eight indicators (including the three indicators under the new standard) exist to evaluate whether an entity should present revenue gross as a principal or net as an agent. Historically, we have presented transactions that involved a third-party sales representative on a net basis. After considering the control concept and remaining three indicators under the new standard, we have determined that we are the principal in contracts that involve a third-party sales representative. Thus, upon adoption of the new standard we will present associated revenues on a gross basis, recording third-party sales commissions within selling, general and administrative expenses.

Under current accounting standards, we expense sales commissions as incurred. However, under ASU No. 2014-09, we will capitalize sales commissions as incremental costs to obtain a contract. Such costs will be classified as a contract asset and amortized over a period that approximates the timing of revenue recognition on the underlying contracts.



We have evaluated the impact of ASU No. 2014-09 on our financial results and determined to adopt this standard using the modified retrospective method, which requires the recognition of the cumulative effect of the transition as an adjustment to retained earnings for open contracts as of January 1, 2018. Based on the application of the changes described above to our contracts open as of January 1, 2018, we expect to recognize a transition adjustment in the range of \$120 million to \$140 million, net of deferred tax effects, which will increase our opening retained earnings. Based on our existing operations, ASU No. 2014-09 is not expected to have a material impact to net earnings for the year ended December 31, 2018.

In February 2016, the FASB issued ASU No. 2016-02, "Leases," which amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by long-term leases and to disclose additional quantitative and qualitative information about leasing arrangements. The ASU is effective for us on January 1, 2019 and interim periods within that reporting period. The ASU prescribes the use of a modified retrospective method upon adoption, which requires all prior periods presented in the financial statements to be restated, with a cumulative adjustment to retained earnings as of the beginning of the earliest period presented. We are in the process of assessing the impact of this ASU on our consolidated financial statements and footnote disclosures.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230) - Classification of Certain Cash Receipts and Cash Payments," which clarifies eight specific cash flow issues in an effort to reduce diversity in practice in how certain transactions are classified within the statement of cash flows. This ASU is effective for us on January 1, 2018 with early adoption permitted. We intend to adopt this ASU on January 1, 2018. Upon adoption, the ASU requires a retrospective application unless it is determined that it is impractical to do so, in which case it must be retrospectively applied at the earliest date practical. Upon adoption, we do not anticipate significant changes to our existing accounting policies or presentation of the Statement of Cash Flows.

In October 2016, the FASB issued ASU No. 2016-16, "Accounting for Income Taxes: Intra-Entity Asset Transfers of Assets Other than Inventory," as part of the Board's simplification initiative aimed at reducing complexity in accounting standards. This ASU eliminates the current application of deferring the income tax effect of intra-entity asset transfers, other than inventory, until the transferred asset is sold to a third party or otherwise recovered through use and will require entities to recognize tax expense when the transfer occurs. The guidance will be effective for us on January 1, 2018 and interim periods within that reporting period; early adoption permitted. We intend to adopt the ASU on January 1, 2018. The ASU requires a modified retrospective application with a cumulative-effect adjustment recorded in retained earnings as of the beginning of the period of adoption. We expect to record a \$30 million cumulative-effect adjustment to beginning retained earnings in the first quarter of 2018 for the remaining unrecognized deferred tax expense related to the intra-entity transfers of property, plant, and equipment.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash," which requires that the statement of cash flows explain the change during the period in the total cash, which is inclusive of cash and cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning of period and end of period balances on the statement of cash flows upon adoption of this standard. The ASU is effective for us on January 1, 2018 with early adoption permitted. We intend to adopt the ASU on January 1, 2018. Upon adoption, the ASU requires retrospective application. We do not anticipate significant changes to our financial statements and related disclosures from adoption of the ASU.

In March 2017, the FASB issued ASU No. 2017-07, "Compensation - Retirement Benefits (Topic 715) - Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." The amendments in this update require that an employer disaggregate the service cost component from the other components of net periodic cost (benefit) and report that component in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic cost (benefit) are required to be presented in the statement of operations separately from the service cost component and outside of operating earnings. The amendment also allows for the service cost component of net periodic cost (benefit) to be eligible for capitalization when applicable. The guidance will be effective for us on January 1, 2018 and interim periods within that reporting period; early adoption is permitted. The guidance on the income statement presentation of the components of net periodic cost (benefit) must be applied retrospectively, while the guidance limiting the capitalization of net periodic cost (benefit) in assets to the service cost component must be applied prospectively. We intend to adopt this ASU on January 1, 2018. Upon adoption, we plan to update the presentation of net periodic cost (benefit) accordingly, noting all components of our net periodic cost (benefit), with the exception of the service cost component, will be presented outside of operating earnings. The estimated impact of adoption of the ASU will be a reclassification of certain components of net periodic benefit from operating earnings to other income (expense) in the amount of approximately \$8 million and \$29 million for the years ended December 31, 2017 and December 31, 2016, respectively.

In August 2017, the FASB issued ASU No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities," which is intended to simplify the application of hedge accounting and better portray the economic results of risk management strategies in the consolidated financial statements. The ASU expands and refines hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments and hedge items in the financial statements, and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. The ASU is effective for us on January 1, 2019 with adoption permitted immediately in any interim or annual period (including the current period). We are currently assessing the impact of this ASU, including transition elections and required elections, on our consolidated financial statements and the timing of adoption.

### **Recently Adopted Accounting Pronouncements**

We have elected to early adopt ASU No. 2018-2, "Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of Tax Effects from Accumulated Other Comprehensive Income," as of January 1, 2017. The ASU, which was issued by the FASB in May 2018, allows for a reclassification from Accumulated other comprehensive income to Retained earnings for stranded tax effects arising from the newly enacted federal corporate income tax rate and other stranded tax amounts related to the Tax Act. As a result of adoption of the ASU, we reclassified \$270 million of stranded tax effects related to our U.S. Pension Plans out of Accumulated other comprehensive loss to Retained earnings for the year ended December 31, 2017.

### **Forward-Looking Statements**

Except for historical matters, the matters discussed in this Form 10-K are forward-looking statements within the meaning of applicable federal securities law. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and generally include words such as "believes," "expects," "intends," "aims," "estimates" and similar expressions. We can give no assurance that future results or events discussed in these statements will be achieved. Any forward-looking statements represent our views only as of the date and should not be relied upon as representing our views as of any subsequent date. Readers are cautioned that such forward-looking statements are subject to a variety of risks and uncertainties that could cause our actual results to differ materially from the statements contained in this Form 10-K. Forward-looking statements include, but are not limited to, statements under the following headings: (1) "Business," about: (a) industry growth and demand, including opportunities resulting from such growth, (b) future product development and the demand for new products, (c) customer spending, (d) the impact of our strategy and focus areas, (e) the impact from the loss of key customers, (f) competitive position and our ability to maintain a leadership position in our core products, (g) increased competition, (h) the impact of regulatory matters, (i) the impact from the allocation and regulation of spectrum, particularly with respect to broadband spectrum, (j) the firmness of the segment's backlog, (k) the competitiveness of the patent portfolio, (l) the impact of research and development, (m) the availability of materials and components, energy supplies and labor, and (n) the seasonality of the business; (2) "Properties," about the sufficiency of our manufacturing capacity and the consequences of a disruption in manufacturing; (3) "Legal Proceedings," about the ultimate disposition of pending legal matters and timing; (4) "Management's Discussion and Analysis," about: (a) the impact of acquisitions on our business, (b) market growth/contraction, demand, spending and resulting opportunities, (c) the impact of foreign exchange rate fluctuations, (d) our continued ability to reduce our operating expenses, (e) the growth of our Services segment and the resulting impact on consolidated gross margin, (f) the increase in public safety LTE revenues, (g) the decline in iDEN, (h) the return of capital to shareholders through dividends and/or repurchasing shares, (i) our ability to invest in capital expenditures and R&D, (j) the success of our business strategy and portfolio, (k) future payments, charges, use of accruals and expected cost-saving and profitability benefits associated with our reorganization of business programs and employee separation costs, (l) our ability and cost to repatriate funds, (m) future cash contributions to pension plans or retiree health benefit plans, (n) the liquidity of our investments, (o) our ability and cost to access the capital markets, (p) our ability to borrow and the amount available under our credit facilities, (q) our ability to settle the principal amount of the Senior Convertible Notes in cash, (r) our ability and cost to obtain Performance Bonds, (s) adequacy of internal resources to fund expected working capital and capital expenditure measurements, (t) expected payments pursuant to commitments under long-term agreements, (u) the ability to meet minimum purchase obligations, (v) our ability to sell accounts receivable and the terms and amounts of such sales, (w) the outcome and effect of ongoing and future legal proceedings, (x) the impact of the loss of key customers, (y) the expected effective tax rate and deductibility of certain items, and (z) the impact of the adoption of accounting pronouncements on our retained earnings; and (5) "Quantitative and Qualitative Disclosures about Market Risk," about: (a) the impact of foreign currency exchange risks, (b) future hedging activity and expectations of the Company, and (c) the ability of counterparties to financial instruments to perform their obligations.

**Some of the risk factors that affect our business and financial results are discussed in "Item 1A: Risk Factors." We caution the reader that the risk factors discussed in "Item 1A: Risk Factors," and those described elsewhere in this report or in our other Securities and Exchange Commission filings, could cause our actual results to differ materially from those stated in the forward-looking statements.**

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

### Interest Rate Risk

As of December 31, 2017, we have \$4.5 billion of long-term debt, including the current portion of long-term debt, which is primarily priced at long-term, fixed interest rates. Our subsidiaries have variable interest loans denominated in the Euro and Chilean Peso. We have interest rate swap agreements in place which change the characteristics of interest rate payments from variable to maximum fixed-rate payments. A hypothetical unfavorable movement of 10% in the interest rates would have an immaterial impact on the hedge's fair value.

### Foreign Currency Risk

We use financial instruments to reduce our overall exposure to the effects of currency fluctuations on cash flows. Our policy prohibits speculation in financial instruments for profit on exchange rate price fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure. Instruments that are designated as part of a hedging relationship must be effective at reducing the risk associated with the exposure being hedged and are designated as part of a hedging relationship at the inception of the contract. Accordingly, changes in the market values of hedge instruments must be highly correlated with changes in market values of the underlying hedged items both at the inception of the hedge and over the life of the hedge contract.

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

At December 31, 2017, we had outstanding foreign exchange contracts totaling \$507 million, compared to \$717 million outstanding at December 31, 2016. Management does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2017 and the corresponding positions as of December 31, 2016:

Net Buy (Sell) by Currency	Notional Amount	
	2017	2016
Euro	\$ 149	\$ 122
British Pound	72	246
Chinese Renminbi	(73)	(108)
Australian Dollar	(64)	(51)
Brazilian Real	(45)	(56)

Foreign exchange financial instruments that are subject to the effects of currency fluctuations, which may affect reported earnings, include derivative financial instruments and other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. Derivative financial instruments consist primarily of currency forward contracts and options. Other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity consist primarily of cash, cash equivalents, short-term investments, as well as accounts payable and receivable. Accounts payable and receivable are reflected at fair value in the financial statements. Assuming the amounts of the outstanding foreign exchange contracts represent our underlying foreign exchange risk related to monetary assets and liabilities, a hypothetical unfavorable 10% movement in the foreign exchange rates, from current levels, would reduce the value of those monetary assets and liabilities by approximately \$52 million. Our market risk calculation represents an estimate of reasonably possible net losses that would be recognized assuming hypothetical 10% movements in future currency market pricing and is not necessarily indicative of actual results, which may or may not occur. It does not represent the maximum possible loss or any expected loss that may occur, since actual future gains and losses will differ from those estimated, based upon, among other things, actual fluctuation in market rates, operating exposures, and the timing thereof. We believe, however, that any such loss incurred would be offset by the effects of market rate movements on the respective underlying derivative financial instruments transactions. The foreign exchange financial instruments are held for purposes other than trading.

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## Item 8: Financial Statements and Supplementary Data

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors

Motorola Solutions, Inc.:

#### Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Motorola Solutions, Inc. and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes (collectively, the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2017, 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, 2017, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 16, 2018 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

#### Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated 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 consolidated 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 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 supporting 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. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 1959.

**KPMG LLP**

Chicago, Illinois

February 16, 2018

## Consolidated Statements of Operations

	Years ended December 31		
	2017	2016	2015
<i>(In millions, except per share amounts)</i>			
Net sales from products	\$ 3,772	\$ 3,649	\$ 3,676
Net sales from services	2,608	2,389	2,019
Net sales	6,380	6,038	5,695
Costs of products sales	1,686	1,649	1,625
Costs of services sales	1,670	1,520	1,351
Costs of sales	3,356	3,169	2,976
Gross margin	3,024	2,869	2,719
Selling, general and administrative expenses	979	1,000	1,021
Research and development expenditures	568	553	620
Other charges	195	249	84
Operating earnings	1,282	1,067	994
Other income (expense):			
Interest expense, net	(201)	(205)	(173)
Gains (losses) on sales of investments and businesses, net	3	(6)	107
Other	(8)	(12)	(11)
Total other expense	(206)	(223)	(77)
Earnings from continuing operations before income taxes	1,076	844	917
Income tax expense	1,227	282	274
Earnings (loss) from continuing operations	(151)	562	643
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss)	(151)	562	613
Less: Earnings attributable to noncontrolling interests	4	2	3
Net earnings (loss) attributable to Motorola Solutions, Inc.	\$ (155)	\$ 560	\$ 610
<i>Amounts attributable to Motorola Solutions, Inc. common stockholders:</i>			
Earnings (loss) from continuing operations, net of tax	\$ (155)	\$ 560	\$ 640
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss) attributable to Motorola Solutions, Inc.	\$ (155)	\$ 560	\$ 610
<i>Earnings (loss) per common share:</i>			
Basic:			
Continuing operations	\$ (0.95)	\$ 3.30	\$ 3.21
Discontinued operations	—	—	(0.15)
	\$ (0.95)	\$ 3.30	\$ 3.06
Diluted:			
Continuing operations	\$ (0.95)	\$ 3.24	\$ 3.17
Discontinued operations	—	—	(0.15)
	\$ (0.95)	\$ 3.24	\$ 3.02
<i>Weighted average common shares outstanding:</i>			
Basic	162.9	169.6	199.6
Diluted	162.9	173.1	201.8
Dividends declared per share	\$ 1.93	\$ 1.70	\$ 1.43

See accompanying notes to consolidated financial statements.

## Consolidated Statements of Comprehensive Income (Loss)

(In millions)	Years ended December 31		
	2017	2016	2015
Net earnings (loss)	\$ (151)	\$ 562	\$ 613
Other comprehensive income (loss), net of tax (Note 3):			
Foreign currency translation adjustments	141	(228)	(62)
Marketable securities	6	3	(47)
Defined benefit plans	(392)	(226)	98
Total other comprehensive loss, net of tax	(245)	(451)	(11)
Comprehensive income (loss)	(396)	111	602
Less: Earnings attributable to noncontrolling interest	4	2	3
Comprehensive income (loss) attributable to Motorola Solutions, Inc. common shareholders	\$ (400)	\$ 109	\$ 599

See accompanying notes to consolidated financial statements.

## Consolidated Balance Sheets

(In millions, except par value)	December 31	
	2017	2016
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,205	\$ 967
Restricted cash	63	63
Total cash and cash equivalents	1,268	1,030
Accounts receivable, net	1,523	1,410
Inventories, net	327	273
Other current assets	832	755
Total current assets	3,950	3,468
Property, plant and equipment, net	856	789
Investments	247	238
Deferred income taxes	1,023	2,219
Goodwill	938	728
Intangible assets, net	861	821
Other assets	333	200
Total assets	\$ 8,208	\$ 8,463
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current portion of long-term debt	\$ 52	\$ 4
Accounts payable	593	553
Accrued liabilities	2,286	2,111
Total current liabilities	2,931	2,668
Long-term debt	4,419	4,392
Other liabilities	2,585	2,355
<b>Stockholders' Equity</b>		
Preferred stock, \$100 par value	—	—
Common stock, \$.01 par value:	2	2
Authorized shares: 600.0		
Issued shares: 12/31/17—161.6; 12/31/16—165.5		
Outstanding shares: 12/31/17—161.2; 12/31/16—164.7		
Additional paid-in capital	351	203
Retained earnings	467	1,148
Accumulated other comprehensive loss	(2,562)	(2,317)
Total Motorola Solutions, Inc. stockholders' equity (deficit)	(1,742)	(964)
Noncontrolling interests	15	12
Total stockholders' equity (deficit)	(1,727)	(952)
Total liabilities and stockholders' equity	\$ 8,208	\$ 8,463

See accompanying notes to consolidated financial statements.



## Consolidated Statements of Stockholders' Equity

<i>(In millions, except per share amounts)</i>	<i>Shares</i>	<i>Common Stock and Additional Paid-in Capital</i>	<i>Accumulated Other Comprehensive Income (Loss)</i>	<i>Retained Earnings</i>	<i>Noncontrolling Interests</i>
<b>Balance as of January 1, 2015</b>	<b>220.5</b>	<b>\$ 1,180</b>	<b>\$ (1,855)</b>	<b>\$ 3,410</b>	<b>\$ 31</b>
Net earnings				610	3
Other comprehensive loss			(11)		
Issuance of common stock and stock options exercised	2.0	80			
Share repurchase program	(48.0)	(1,147)		(2,030)	
Tax shortfalls from share-based compensation		(155)			
Share-based compensation expense		78			
Sale of controlling interest in subsidiary common stock					(24)
Equity component of Senior Convertible Notes		8			
Dividends declared				(274)	
<b>Balance as of December 31, 2015</b>	<b>174.5</b>	<b>\$ 44</b>	<b>\$ (1,866)</b>	<b>\$ 1,716</b>	<b>\$ 10</b>
Net earnings				560	2
Other comprehensive loss			(451)		
Issuance of common stock and stock options exercised	3.0	83			
Share repurchase program	(12.0)			(842)	
Share-based compensation expense		68			
Dividends declared				(266)	
<b>Balance as of December 31, 2016</b>	<b>165.5</b>	<b>\$ 205</b>	<b>\$ (2,317)</b>	<b>\$ 1,148</b>	<b>\$ 12</b>
Net earnings (loss)				(155)	4
Other comprehensive income			25		
Issuance of common stock and stock options exercised	1.8	82			
Share repurchase program	(5.7)			(483)	
Reclassification of stranded tax effects			(270)	270	
Share-based compensation expense		66			
Dividends paid to noncontrolling interest on subsidiary common stock					(1)
Dividends declared				(313)	
<b>Balance as of December 31, 2017</b>	<b>161.6</b>	<b>\$ 353</b>	<b>\$ (2,562)</b>	<b>\$ 467</b>	<b>\$ 15</b>

See accompanying notes to consolidated financial statements.

## Consolidated Statements of Cash Flows

	Years ended December 31		
(in millions)	2017	2016	2015
<b>Operating</b>			
Net earnings (loss) attributable to Motorola Solutions, Inc.	\$ (155)	\$ 560	\$ 610
Earnings attributable to noncontrolling interests	4	2	3
Net earnings (loss)	(151)	562	613
Loss from discontinued operations, net of tax	—	—	(30)
Earnings (loss) from continuing operations, net of tax	(151)	562	643
Adjustments to reconcile earnings (loss) from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	343	295	150
Non-cash other charges	32	54	52
Non-U.S. pension curtailment gain	—	—	(32)
Non-U.S. pension settlement loss	48	26	—
Share-based compensation expense	66	68	78
Loss (gains) on sales of investments and businesses, net	(3)	6	(107)
Loss from the extinguishment of long-term debt	—	2	—
Deferred income taxes	1,100	213	160
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:			
Accounts receivable	(60)	(6)	21
Inventories	(46)	6	16
Other current assets	(99)	(185)	92
Accounts payable and accrued liabilities	160	241	26
Other assets and liabilities	(44)	(117)	(78)
Net cash provided by operating activities from continuing operations	1,346	1,165	1,021
<b>Investing</b>			
Acquisitions and investments, net	(404)	(1,474)	(586)
Proceeds from sales of investments and businesses, net	183	670	230
Capital expenditures	(227)	(271)	(175)
Proceeds from sales of property, plant and equipment	—	73	3
Net cash used for investing activities from continuing operations	(448)	(1,002)	(528)
<b>Financing</b>			
Repayment of debt	(21)	(686)	(4)
Net proceeds from issuance of debt	10	673	971
Issuance of common stock	82	93	84
Purchase of common stock	(483)	(842)	(3,177)
Excess tax benefit from share-based compensation	—	—	5
Payment of dividends	(307)	(280)	(277)
Payment of dividends to non-controlling interest	(1)	—	—
Deferred acquisition costs	(2)	—	—
Net cash used for financing activities from continuing operations	(722)	(1,042)	(2,398)
Effect of exchange rate changes on cash and cash equivalents from continuing operations	62	(71)	(69)
Net increase (decrease) in cash and cash equivalents	238	(950)	(1,974)
Cash and cash equivalents, beginning of period	1,030	1,980	3,954
Cash and cash equivalents, end of period	\$ 1,268	\$ 1,030	\$ 1,980
<b>Supplemental Cash Flow Information</b>			
<b>Cash paid during the period for:</b>			
Interest, net	\$ 176	\$ 191	\$ 193
Income and withholding taxes, net of refunds	122	66	105

See accompanying notes to consolidated financial statements.



## Notes to Consolidated Financial Statements

(Dollars in millions, except as noted)

### 1. Summary of Significant Accounting Policies

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

The consolidated financial statements as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015, include, in the opinion of management, all adjustments (consisting of normal recurring adjustments and reclassifications) necessary to present fairly the Company's consolidated financial position, results of operations, statements of comprehensive income, and statements of stockholders' equity and cash flows for all periods presented.

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

**Revenue Recognition:** Net sales consist of a wide range of activities including the delivery of stand-alone equipment or services, custom design and installation over a period of time, and bundled sales of equipment, software and services. The Company enters into revenue arrangements that may consist of multiple deliverables of its products and services due to the needs of its customers. Such revenue arrangements may be a result of the combination of multiple contracts with our customers. The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability of the sales price is reasonably assured. The Company recognizes revenue from the sale of equipment, equipment containing both software and nonsoftware components that function together to deliver the equipment's essential functionality, and services in accordance with general revenue recognition accounting principles. The Company recognizes revenue in accordance with software accounting guidance for the following types of sales transactions: (i) stand alone sales of software products or software upgrades and (ii) stand alone sales of software maintenance agreements.

#### Products

For equipment sales, in addition to the criteria mentioned above, revenue recognition occurs when title and risk of loss has transferred to the customer, objective evidence exists that customer acceptance provisions have been met, no significant obligations remain and allowances for discounts, price protection, returns and customer incentives can be reliably estimated. Recorded revenues are reduced by these allowances. The Company bases its estimates of these allowances on historical experience. The Company includes shipping charges billed to customers in revenue and includes the related shipping costs in cost of sales.

The Company sells software and equipment obtained from other companies. The Company establishes its own pricing and retains related inventory risk, is the primary obligor in sales transactions with customers, and assumes the credit risk for amounts billed to customers. Accordingly, the Company generally recognizes revenue for the sale of products obtained from other companies based on the gross amount billed.

#### Long-Term Contracts

For long-term contracts that involve customization of equipment and/or software, the Company generally recognizes revenue using the percentage of completion method based on the percentage of costs incurred to date compared to the total estimated costs to complete the contract ("Estimated Costs at Completion").

Total Estimated Costs at Completion include direct labor, material and subcontracting costs. Due to the nature of the work required to be performed under many of the Company's long-term contracts, determining Estimated Costs at Completion is complex and subject to many variables. The Company has a standard and disciplined quarterly process in which management reviews the progress and performance of open contracts including the related Estimated Costs at Completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, and performance by subcontractors, among other variables. Based on this analysis, any quarterly adjustments to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. Changes in estimates of net sales or cost of sales could affect the profitability of one or more of our contracts. The impact on Operating earnings as a result of changes in Estimated Costs at Completion was not significant for the years 2017, 2016, and 2015. When estimates of total costs to be incurred on a contract exceed total estimates of revenue to be earned, a provision for the entire loss on the contract is recorded in the period the loss is determined.

#### Hardware and Software Services Support

Revenue under equipment and software support and maintenance agreements, which do not contain specified future software upgrades, is recognized ratably over the contract term.

## Software and Licenses

Revenue from pre-paid perpetual licenses is recognized at the inception of the arrangement, presuming all other revenue recognition criteria are met.

## Multiple-Element Arrangements

Arrangements with customers may include multiple deliverables, including any combination of products, services and software. These multiple-element arrangements could also include an element accounted for as a long-term contract coupled with other products, services and software. For multiple-element arrangements, deliverables are separated into more than one unit of accounting when: (i) the delivered element(s) have value to the customer on a stand-alone basis and (ii) delivery of the undelivered element(s) is probable and substantially in the control of the Company.

In these arrangements, the Company generally allocates revenue to all deliverables based on their relative selling prices, applying an estimated selling price ("ESP") as our best estimate of fair value. The Company determines ESP by: (i) collecting all reasonably available data points including sales, cost and margin analysis of the product or service, and other inputs based on its normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points, when appropriate, based on major product or service, type of customer, geographic market, and sales volume. Once elements of an arrangement are separated into more than one unit of accounting, revenue is recognized for each separate unit of accounting based on the nature of the revenue as described above. The Company's arrangements with multiple deliverables may also contain one or more software deliverables that are subject to software revenue recognition guidance. In limited circumstances, the Company has established vendor specific objective evidence ("VSOE") of fair value on certain post-contract service offerings. Where the contract contains more than one deliverable and VSOE does not exist for the undelivered software elements, revenue is deferred until the undelivered element is delivered. When the final undelivered software element is post contract support services, revenue is recognized on a ratable basis over the remaining service period.

**Cash Equivalents:** The Company considers all highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents. Restricted cash was \$63 million at both December 31, 2017 and December 31, 2016.

**Investments:** Investments in equity and debt securities classified as available-for-sale are carried at fair value. Equity securities that are not publicly traded are carried at cost. Certain investments are accounted for using the equity method if the Company has significant influence over the issuing entity.

The Company assesses declines in the fair value of investments to determine whether such declines are other-than-temporary. This assessment is made considering all available evidence, including changes in general market conditions, specific industry and individual company data, the length of time and the extent to which the fair value has been less than cost, the financial condition and the near-term prospects of the entity issuing the security, and the Company's ability and intent to hold the investment until recovery. Other-than-temporary impairments of investments are recorded to Other within Other income (expense) in the Company's consolidated statements of operations in the period in which they become impaired.

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

**Property, Plant and Equipment:** Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is recorded on a straight-line basis, based on the estimated useful lives of the assets (buildings and building equipment, five to forty years; machinery and equipment, two to ten years) and commences once the assets are ready for their intended use.

**Goodwill and Intangible Assets:** Goodwill is assessed for impairment at least annually at the reporting unit level. The Company performs its annual assessment of goodwill for impairment in the fourth quarter of each fiscal year. The annual assessment is performed using the two-step goodwill test which may also include the optional qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount prior to performing the two-step goodwill impairment test. If this is the case, the two-step goodwill impairment test is required. If it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required.

If the two-step goodwill impairment test is performed, first, the fair value of each reporting unit is compared to its book value. Second, if the fair value of the reporting unit is less than its book value, the Company performs a hypothetical purchase price allocation based on the reporting unit's fair value to determine the fair value of the reporting unit's goodwill. Fair value is determined using a combination of present value techniques and market prices of comparable businesses.

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

**Impairment of Long-Lived Assets:** Long-lived assets, which include intangible assets, held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of assets may not be recoverable. The Company evaluates recoverability of assets to be held and used by comparing the carrying amount of an asset (group) to future net undiscounted cash flows to be generated by the asset (group). If an asset (group) is considered to be impaired, the impairment to be recognized is equal to the amount by which the carrying amount of the asset (group)

exceeds the asset's (group's) fair value calculated using a discounted future cash flows analysis or market comparable analysis. Assets held for sale, if any, are reported at the lower of the carrying amount or fair value less cost to sell.

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

**Sales and Use Taxes:** The Company records taxes imposed on revenue-producing transactions, including sales, use, value added and excise taxes, on a net basis with such taxes excluded from revenue.

**Long-term Receivables:** Long-term receivables include trade receivables where contractual terms of the note agreement are greater than one year. Long-term receivables are considered impaired when management determines collection of all amounts due according to the contractual terms of the note agreement, including principal and interest, is no longer probable. Impaired long-term receivables are valued based on the present value of expected future cash flows discounted at the receivable's effective interest rate, or the fair value of the collateral if the receivable is collateral dependent. Interest income and late fees on impaired long-term receivables are recognized only when payments are received. Previously impaired long-term receivables are no longer considered impaired and are reclassified to performing when they have performed under restructuring for four consecutive quarters.

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

**Derivative Instruments:** Gains and losses on hedging instruments that do not qualify for hedge accounting are recorded immediately in Other income (expense) within the consolidated statements of operations. Gains and losses pertaining to instruments designated as net investment hedges that qualify for hedge accounting are recognized as a component of Accumulated comprehensive income.

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

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

**Retirement Benefits:** The Company records annual expenses relating to its pension benefit and postretirement plans based on calculations which include various actuarial assumptions, including discount rates, assumed asset rates of return, compensation increases, and turnover rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends. The effects of the gains, losses, and prior service costs and credits are amortized either over the average service life or over the average remaining lifetime of the participants, depending on the number of active employees in the plan. The funded status, or projected benefit obligation less plan assets, for each plan, is reflected in the Company's consolidated balance sheets using a December 31 measurement date.

**Recent Accounting Pronouncements:** In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." This new standard will replace the existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is the recognition of revenue for the transfer of goods and services equal to the amount an entity expects to receive for those goods and services. This ASU requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates and changes in those estimates. In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers: Deferral of the Effective Date" that delayed the effective date of ASU No. 2014-09 by one year to January 1, 2018, as the Company's annual reporting period begins after December 15, 2017.

The Company has analyzed the impact of the new standard on its financial results based on an inventory of the Company's current contracts with customers. The Company has obtained an understanding of the new standard and currently believes that it will retain much of the same accounting treatment used to recognize revenue under current standards. Revenue on a significant portion of the Company's contracts is currently recognized under percentage of completion accounting applying a cost-to-cost method, including contracts for radio network deployments based on the APCO P25, TETRA, and DMR technologies, as well as certain offerings within its Smart Public Safety Solutions requiring significant integration (collectively "network integration contracts").

Under the new standard, the Company must identify the distinct promises to transfer goods and/or services within its contracts using certain factors. For network integration contracts, the Company has considered the factors used to determine whether promises made in the contract are distinct and determined that devices and accessories represent distinct goods. Accordingly, adoption of the new standard will impact the Company's network integration contracts that include devices and accessories, with the resulting impact being revenue recognized earlier as control of the devices and accessories transfers to the customer at a point in time rather than over time. For the remaining promised goods and services within the Company's network integration contracts, it will continue to recognize revenue on these contracts using a cost-to-cost method based on the continuous transfer of control to the customer over time. Transfer of control in the Company's contracts is demonstrated by creating a customized asset for customers, in conjunction with contract terms which provide the right to receive payment for goods and services.

In addition, the standard may generally cause issuers to accelerate revenue recognition in contracts which were previously limited by software revenue recognition rules. While the Company has contracts which fall under these rules in the current standard, it has not historically deferred significant amounts of revenue under these rules as many arrangements are single-element software arrangements or sales of software with a tangible product which falls out of the scope of the current software rules. Based on the contracts currently in place, the Company does not anticipate a significant acceleration of revenue upon applying the new standard to its current contracts under these fact patterns.

The new standard also requires the concept of transfer of control to determine whether an entity must present revenue from providing goods or services at the gross amount billed to a customer (as a principal) or at the net amount retained (as an agent). Therefore, an entity must assess whether it controls the goods or services provided to a customer before they are transferred. The new standard provides three indicators to assist entities in determining control. Under the current standard, eight indicators (including the three indicators under the new standard) exist to evaluate whether an entity should present revenue gross as a principal or net as an agent. Historically, the Company presented transactions that involved a third-party sales representative on a net basis. After considering the control concept and remaining three indicators under the new standard, the Company has determined that it is the principal in contracts that involve a third-party sales representative. Thus, upon adoption of the new standard the Company will present associated revenues on a gross basis, recording third-party sales commissions within selling, general and administrative expenses.

Under current accounting standards, the Company expenses sales commissions as incurred. However, under ASU No. 2014-09, the Company will capitalize sales commissions as incremental costs to obtain a contract. Such costs will be classified as a contract asset and amortized over a period that approximates the timing of revenue recognition on the underlying contracts.

The Company has evaluated the impact of ASU No. 2014-09 on its financial results and determined to adopt this standard using the modified retrospective method, which requires the recognition of the cumulative effect of the transition as an adjustment to retained earnings for open contracts as of January 1, 2018. Based on the application of the changes described above to our contracts open as of January 1, 2018, the Company expects to recognize a transition adjustment in the range of \$120 million to \$140 million, net of deferred tax effects, which will increase its opening retained earnings. Based on the Company's existing operations, ASU No. 2014-09 is not expected to have a material impact to net earnings for the year ended December 31, 2018.

In February 2016, the FASB issued ASU No. 2016-02, "Leases," which amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by long-term leases and to disclose additional quantitative and qualitative information about leasing arrangements. The ASU is effective for the Company on January 1, 2019 and interim periods within that reporting period. The ASU prescribes the use of a modified retrospective method upon adoption, which requires all prior periods presented in the financial statements to be restated, with a cumulative adjustment to retained earnings as of the beginning of the earliest period presented. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements and footnote disclosures.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230) - Classification of Certain Cash Receipts and Cash Payments," which clarifies eight specific cash flow issues in an effort to reduce diversity in practice in how certain transactions are classified within the statement of cash flows. This ASU is effective for the Company on January 1, 2018.

with early adoption permitted. The Company intends to adopt this ASU on January 1, 2018. Upon adoption, the ASU requires a retrospective application unless it is determined that it is impractical to do so, in which case it must be retrospectively applied at the earliest date practical. Upon adoption, the Company does not anticipate significant changes to the Company's existing accounting policies or presentation of the Statement of Cash Flows.

In October 2016, the FASB issued ASU No. 2016-16, "Accounting for Income Taxes: Intra-Entity Asset Transfers of Assets Other than Inventory," as part of the Board's simplification initiative aimed at reducing complexity in accounting standards. This ASU eliminates the current application of deferring the income tax effect of intra-entity asset transfers, other than inventory, until the transferred asset is sold to a third party or otherwise recovered through use and will require entities to recognize tax expense when the transfer occurs. The guidance will be effective for the Company on January 1, 2018 and interim periods within that reporting period; early adoption permitted. The Company intends to adopt the ASU on January 1, 2018. The ASU requires a modified retrospective application with a cumulative-effect adjustment recorded in retained earnings as of the beginning of the period of adoption. The Company expects to record a \$30 million cumulative-effect adjustment to beginning retained earnings in the first quarter of 2018 for the remaining unrecognized deferred tax expense related to intra-entity transfers of property, plant, and equipment.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash," which requires that the statement of cash flows explain the change during the period in total cash, which is inclusive of cash and cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning of period and end of period balances on the statement of cash flows upon adoption of this standard. The ASU is effective for the Company on January 1, 2018 with early adoption permitted. The Company intends to adopt the ASU on January 1, 2018. Upon adoption, the ASU requires retrospective application. The Company does not anticipate significant changes to the Company's financial statements and related disclosures from adoption of the ASU.

In March 2017, the FASB issued ASU No. 2017-07, "Compensation - Retirement Benefits (Topic 715) - Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." The amendments in this update require that an employer disaggregate the service cost component from the other components of net periodic cost (benefit) and report that component in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic cost (benefit) are required to be presented in the statement of operations separately from the service cost component and outside of operating earnings. The amendment also allows for the service cost component of net periodic cost (benefit) to be eligible for capitalization when applicable. The guidance will be effective for the Company on January 1, 2018 and interim periods within that reporting period; early adoption is permitted. The guidance on the income statement presentation of the components of net periodic cost (benefit) must be applied retrospectively, while the guidance limiting the capitalization of net periodic cost (benefit) in assets to the service cost component must be applied prospectively. The Company intends to adopt this ASU on January 1, 2018. Upon adoption, the Company plans to update the presentation of net periodic cost (benefit) accordingly, noting all components of the Company's net periodic cost (benefit), with the exception of the service cost component, will be presented outside of operating earnings. The estimated impact of adoption of the ASU will be a reclassification of certain components of net periodic benefit from operating earnings to other income (expense) in the amount of approximately \$8 million and \$29 million for the years ended December 31, 2017 and December 31, 2016, respectively.

In August 2017, the FASB issued ASU No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities," which is intended to simplify the application of hedge accounting and better portray the economic results of risk management strategies in the consolidated financial statements. The ASU expands and refines hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments and hedge items in the financial statements, and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. The ASU is effective for the Company on January 1, 2019 with adoption permitted immediately in any interim or annual period (including the current period). The Company is currently assessing the impact of this ASU, including transition elections and required elections, on its consolidated financial statements and the timing of adoption.

**Recently Adopted Accounting Pronouncements:** The Company has elected to early adopt ASU No. 2018-2, "Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," as of January 1, 2017. The ASU, which was issued by the FASB in February 2018, allows for a reclassification from Accumulated other comprehensive income to Retained earnings for stranded tax effects resulting from the newly enacted federal corporate income tax rate and other stranded tax amounts related to the Tax Act. As a result of adoption of the ASU, the Company reclassified \$270 million of stranded tax effects related to our U.S. Pension Plans out of Accumulated other comprehensive loss and into Retained earnings for the year ended December 31, 2017.

## **2. Subsequent Events**

On February 1, 2018, we announced our intention to purchase Avigilon Corporation, a provider of advanced end-to-end security and surveillance solutions including video analytics, network video management hardware and software, surveillance cameras and access control solutions for a purchase price of approximately \$1.3 billion Canadian dollars.



### 3. Other Financial Data

#### Statement of Operations Information

##### Other Charges (Income)

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

Years ended December 31	2017	2016	2015
Other charges (income)			
Intangibles amortization (Note 14)	\$ 151	\$ 113	\$ 8
Reorganization of businesses (Note 13)	33	77	71
Gain on legal settlement	(47)	—	—
Asset impairments	9	20	37
Non-U.S. pension curtailment gain (Note 7)	—	—	(32)
Non-U.S. pension plan settlement loss (Note 7)	48	26	—
Acquisition-related transaction fees	1	13	—
	\$ 195	\$ 249	\$ 84

During the year ended December 31, 2017, the Company recognized a net gain of \$47 million related to the recovery, through legal procedures to seize and liquidate assets, of financial receivables owed to the Company by a former customer of its legacy Networks business. The net gain of \$47 million was based on \$57 million of proceeds received, net \$10 million of fees owed to third parties for their involvement in the recovery.

During the years ended December 31, 2017, December 31, 2016 and December 31, 2015, the Company recognized \$9 million, \$20 million and \$37 million, respectively, of asset impairments. During the years ended December 31, 2017 and December 31, 2016, the impairments were primarily related to building impairments from the sale of various corporate and manufacturing facilities. During the year ended December 31, 2015, the impairments were primarily driven by the sale of the Company's corporate aircraft.

During the year ended December 31, 2017, the Company expensed \$1 million of acquisition-related transaction fees compared to \$13 million of transaction fees related to the acquisition of Airwave during the year ended December 31, 2016.

##### Other Income (Expense)

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

Years ended December 31	2017	2016	2015
Interest expense, net			
Interest expense	\$ (215)	\$ (225)	\$ (186)
Interest income	14	20	13
	\$ (201)	\$ (205)	\$ (173)
Other			
Loss from the extinguishment of long-term debt	\$ —	\$ (2)	\$ —
Investment impairments	—	(4)	(6)
Foreign currency gain (loss)	(31)	46	(23)
Gain (loss) on derivative instruments	15	(56)	7
Gains on equity method investments	1	5	6
Realized foreign currency loss on acquisition	—	(10)	—
Other	7	9	5
	\$ (8)	\$ (12)	\$ (11)

During the year ended December 31, 2017, the Company recognized a foreign currency loss of \$31 million, primarily driven by the Euro and British pound, partially offset by a gain of \$15 million on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations.

During the year ended December 31, 2016, the Company recognized a foreign currency gain of \$46 million, primarily driven by the British pound, offset by a loss of \$56 million, on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations. The Company also realized a \$10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave during the year ended December 31, 2016.

During the year ended December 31, 2015, the Company recognized foreign currency loss of \$23 million, primarily driven by the Euro and Brazilian real, partially offset by a gain of \$7 million on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations.

#### Earnings Per Common Share

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

Years ended December 31	Amounts attributable to Motorola Solutions, Inc. common stockholders					
	Earnings (loss) from Continuing Operations			Net Earnings (loss)		
	2017	2016	2015	2017	2016	2015
<b>Basic earnings per common share:</b>						
Earnings (loss)	\$ (155)	\$ 560	\$ 640	\$ (155)	\$ 560	\$ 610
Weighted average common shares outstanding	162.9	169.6	199.6	162.9	169.6	199.6
Per share amount	\$ (0.95)	\$ 3.30	\$ 3.21	\$ (0.95)	\$ 3.30	\$ 3.06
<b>Diluted earnings per common share:</b>						
Earnings (loss)	\$ (155)	\$ 560	\$ 640	\$ (155)	\$ 560	\$ 610
Weighted average common shares outstanding	162.9	169.6	199.6	162.9	169.6	199.6
Add effect of dilutive securities:						
Share-based awards	—	2.7	2.1	—	2.7	2.1
Senior Convertible Notes	—	0.8	0.1	—	0.8	0.1
Diluted weighted average common shares outstanding	162.9	173.1	201.8	162.9	173.1	201.8
Per share amount	\$ (0.95)	\$ 3.24	\$ 3.17	\$ (0.95)	\$ 3.24	\$ 3.02

In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2017, the Company recorded a net loss from continuing operations and, accordingly, the basic and diluted weighted average shares outstanding are equal because any increase to the basic shares would be antidilutive, including the assumed exercise of 8.7 million options, the assumed vesting of 1.4 million RSUs, and 3.1 million shares related to the Senior Convertible Notes. In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2016, the assumed exercise of 2.8 million stock options and the assumed vesting of 0.3 million RSUs, including 2.0 million subject to market-based contingent stock agreements, were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2015, the assumed exercise of 2.7 million stock options and the assumed vesting of 0.3 million RSUs, including 1.2 million subject to market-based contingent stock agreements, were excluded because their inclusion would have been antidilutive.

On August 25, 2015, the Company issued \$1.0 billion of 2% Senior Convertible Notes which mature in September 2020 (the "Senior Convertible Notes"). The notes became fully convertible as of August 25, 2017. In the event of conversion, the Company intends to settle the principal amount of the Senior Convertible Notes in cash. Because of the Company's intention to settle the par value of the Senior Convertible Notes in cash upon conversion, only the number of shares that would be issuable (under the treasury stock method of accounting for share dilution) are included in our computation of diluted earnings per share. The conversion price is adjusted for dividends declared through the date of settlement. Diluted earnings per share has been calculated based upon the amount by which the average stock price exceeds the conversion price.

## Balance Sheet Information

### Accounts Receivable, Net

Accounts receivable, net, consists of the following:

December 31	2017	2016
Accounts receivable	\$ 1,568	\$ 1,454
Less allowance for doubtful accounts	(45)	(44)
	\$ 1,523	\$ 1,410

### Inventories, Net

Inventories, net, consist of the following:

December 31	2017	2016
Finished goods	\$ 178	\$ 151
Work-in-process and production materials	282	253
	460	404
Less inventory reserves	(133)	(131)
	\$ 327	\$ 273

### Other Current Assets

Other current assets consist of the following:

December 31	2017	2016
Available-for-sale securities	\$ —	\$ 46
Costs and earnings in excess of billings	549	476
Contract-related deferred costs	62	19
Tax-related refunds receivable	90	90
Other	131	124
	\$ 832	\$ 755

### Property, Plant and Equipment, Net

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

December 31	2017	2016
Land	\$ 11	\$ 12
Building	316	306
Machinery and equipment	2,122	1,921
	2,449	2,239
Less accumulated depreciation	(1,593)	(1,450)
	\$ 856	\$ 789

Depreciation expense for the years ended December 31, 2017, 2016, and 2015 was \$192 million, \$182 million and \$142 million, respectively.

Property, plant and equipment, net includes capital leases of \$73 million, net of accumulated depreciation of \$11 million, as of December 31, 2017.

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD, Suite 202

City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677

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

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

3. Type of Business: Public Corp (specify) \_\_\_\_\_

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

1 File(s) uploaded Vendor Disclosure Form UPDATED Jan13.pdf

*No principals have been attached to this form.*

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

If none, explain.

See attached

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

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

See attached

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

none

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

none

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

none

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

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

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

Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 01/27/2020 03:53:26 PM

Title: AE

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

## Section 1: 10-K (10-K)

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, 2018  
or  
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File number 1-7221

### MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE  
(State of Incorporation)

36-1115800

(I.R.S. Employer Identification No.)

500 West Monroe Street, Chicago, Illinois 60661

(Address of principal executive offices)

(847) 576-5000

(Registrant's telephone number)

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, \$.01 Par Value per Share	New York Stock Exchange
Securities registered pursuant to Section 12(g) of the Act:	
None	

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

(Do not check if a smaller 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2018 (the last business day of the Registrant's most recently completed second quarter) was approximately \$14.9 billion.

The number of shares of the registrant's Common Stock, \$.01 par value per share, outstanding as of February 1, 2019 was 163,871,288.

## Executive Officers of the Registrant

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 15, 2019 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 58; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 54; Executive Vice President and Chief Financial Officer since November 13, 2013.

Mark S. Hacker; age 47; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; and Senior Vice President and General Counsel from June 2013 to January 2015.

Kelly S. Mark; age 47; Executive Vice President, Services & Software since August 28, 2018; Senior Vice President, Managed & Support Services from July 2017 to August 2018; Corporate Vice President, Managed & Support Services from August 2015 to July 2017; and Corporate Vice President, Strategy from May 2011 to August 2015.

John P. "Jack" Molloy; age 47; Executive Vice President, Products & Sales since August 28, 2018; Executive Vice President, Worldwide Sales and Services from July 2017 to August 2018; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; and Senior Vice President, North America Sales from January 2014 to August 2015.

Rajan S. Naik; age 47; Senior Vice President, Chief Strategy & Innovation Officer since December 2017; Corporate Vice President, Chief Strategy Officer from March 2016 to December 2017; and Senior Vice President, Chief Strategy Officer, Advanced Micro Devices, Inc. from January 2012 to February 2015.

Daniel G. Pekofske; age 42; Corporate Vice President and Chief Accounting Officer since September 10, 2018; Vice President and Treasurer from January 2016 to September 2018; Vice President and Assistant Treasurer from March 2015 to January 2016; Vice President and Assistant Controller from February 2014 to March 2015; and Senior Director, Finance from December 2012 to February 2014.

Cynthia M. Yazdi; age 54; Senior Vice President, Chief of Staff, Marketing & Communications and Motorola Solutions Foundation since August 28, 2018; Corporate Vice President, Chief of Staff to the Chairman and CEO, Global Marketing and Communications from February 2018 to August 2018; Vice President, Chief of Staff, Global Marketing and Communications from September 2016 to February 2018; Vice President, Chief of Staff from August 2015 to September 2016; and Senior Director, Sales Operations for Asia Pacific from January 2013 to August 2015.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2019 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.



#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its Annual Meeting of Stockholders to be held on May 13, 2019, are incorporated by reference into Part III.



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
500 W. Monroe, Floors 37-44  
Chicago, Illinois 60661

Effective: May 13<sup>th</sup>, 2019

**Executive Committee**

Gregory Q. Brown  
Gino A. Bonanotte  
Mark S. Hacker  
Kelly Mark  
Jack Molloy  
Rajan Naik  
Cynthia Yazdi

Chairman and Chief Executive Officer  
Executive Vice President and Chief Financial Officer  
Executive Vice President, General Counsel & Chief Administrative Officer  
Executive Vice President, Services & Software  
Executive Vice President, Products & Sales  
Senior Vice President, Strategy & Ventures  
Senior Vice President, Chief of Staff, Marketing & Communications

Kristin Kruska

Corporate Vice President and Corporate Secretary

**Board of Directors**

Gregory Q. Brown  
Kenneth D. Denman  
Egon P. Durban  
Clayton M. Jones  
Judy C. Lewent  
Gregory K. Mondre  
Anne R. Pramaggiore  
Joseph M. Tucci

**MOTOROLA SOLUTIONS, INC.**  
**LISTING OF MAJOR SUBSIDIARIES**  
**12/31/2018**

Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Vesta Solutions Inc.	California, U.S.
Kodiak Networks, Inc.	Texas, U.S.
Twisted Pair Solutions Inc.	Washington, U.S.
Motorola Solutions Australia Pte. Ltd.	Australia
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Interexport Telecommunications and Services SA	Chile
Quorum II S.A.	Chile
Motorola Solutions (China) Co. Ltd.	China
Motorola Solutions (China) Investment Co. Ltd.	China
Airwave Solutions Limited	England
Guardian Digital Communications Limited	England
Motorola Solutions International Holding Limited	England
Motorola Solutions UK Acquisition Company Limited	England
Motorola Solutions UK Limited	England
Motorola Solutions UK One LP	England
Motorola Solutions UK Two LP	England
Motorola Solutions Germany GmbH	Germany
Motorola Solutions Israel Limited	Israel
Motorola Solutions Malaysia Sdn Bhd	Malaysia



# NASSAU COUNTY, NEW YORK

BID NUMBER 28760-02079-003

MARCH 14, 2019

## RADIO SYSTEM MAINTENANCE

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2017 Motorola Solutions, Inc. All rights reserved.



**MOTOROLA**

Motorola Solutions, Inc.  
123 Tice Boulevard  
Suite 202  
Woodcliff Lake, NJ 07677

Telephone: +1 201 949 5500

March 1, 2019

Mr. Timothy Funaro  
Nassau County Office of Purchasing  
One West Street  
Mineola, New York 11501

Dear Mr. Funaro:

On behalf of Motorola Solutions, Inc., I am pleased to present the attached proposal in response to Nassau County, New York Bid No. 28760-02079-003 for Radio System Maintenance and Repair.

The Motorola Solutions team has worked with the County of Nassau for more than twenty years and fully understands Nassau County's current system and communications needs. In order to provide the level of service the County is seeking, we are offering a full complement of Motorola Solutions service products coupled with a highly trained and qualified local technical staff.

Motorola Solutions' proposal is subject to Motorola Solutions' clarifications to the terms and conditions set forth in the Nassau County Invitation to bid #28760-02079-003 and to the attached and incorporated Service Terms and Conditions and Software License Agreement or, in the alternative, a negotiated version thereof.

By selecting Motorola Solutions, Inc., you gain the benefit of our investment in our people. Their qualifications and training have allowed us to successfully service communications systems around the world resulting in effective service and total customer satisfaction. Motorola Solutions understands the complexities of servicing a critical public safety system that supports users throughout the County and we will apply our experience and skill to provide the best possible service to Nassau County.


Motorola Solutions, Inc.'s, commitment to Quality and Total Customer Satisfaction are the basis for our relationship with Nassau County. We look forward to an ongoing relationship as your partner in communications. If you have any questions, please feel free to call your Account Manager, Matt Tannenbaum @212.629.1794.

Sincerely,

A handwritten signature in black ink, appearing to read 'David R. White, Jr.'.

David R. White, Jr.  
Vice President  
Northeast Region

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 28760-02079-003
	COUNTY OF NASSAU		Dated: Ad. 01/ 17/ 2019
	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 February 07, 2019 11:00 A.M. E.S.T.
BUYER Timothy Funaro	TELEPHONE 516-571-7720	REQUISITION NUMBER N/A	

OFFICE OF PURCHASING

MAR 14 2019

OPENED 11 AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Radio System Maintenance and Repair

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:  
Nassau County Police Department  
Communications Bureau  
1194 Prospekt Avenue  
Westbury, N.Y. 11590

GUARANTEED DELIVERY DATE

One day DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER \*Motorola Solutions, Inc.

ADDRESS 123 Tice Blvd, Suite 202

CITY Woodcliff Lake

STATE NJ

ZIP CODE 07677

TELEPHONE 2019495503

SIGNATURE OF AUTHORIZED INDIVIDUAL

David R White, Jr. Vice President, Northeast Region  
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

## BID TERMS AND CONDITIONS

- 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.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 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.
- PRICES The provisions of the New York State Fair Trade Law (Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 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.

\*Motorola Solutions' proposal is subject to the clarifications contained in Motorola Solutions' Proposal and the attached and incorporated service terms and conditions and the software license agreement or, in the alternative, negotiated version thereof.

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, reets, 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: Motorola Solutions, Inc.

Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

Telephone No: 201-949-5503

Fax No: 201-949-5799

1. State Whether: A Corporation X  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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. \*\*\*\*SEE ATTACHED\*\*\*\*
- 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

Vice President Northeast Region

TITLE



QUALIFICATION STATEMENT

BIDDER'S NAME: Motorola Solutions, Inc.

ADDRESS: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

1. STATE WHETHER: CORPORATION x INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT "see attached list of officers and board of directors"

VICE PRESIDENT "Motorola will not disclose personal addresses of its officers and board of directors."

SECRETARY "see also page 20 of 10k"

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes  
IF SO WHEN? annually

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 7 yrs 2 ms

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No \*See clarification  
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_

Telecommunications, Networks

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
---------------------	---------------------	------------------------	-------------------------------	---------------------

Nevin Yeh, FSO Mgr, 36 years, radio systems public safety, tech mgr

Americo Otero, Sr Tech, 27 years, radio systems public safety, tech

Dave Crescenzo, System Mgr, 30 years, radio systems public safety, system mgr.

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
Motorola technicians maintained the current county system for over 25 yrs.

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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dave Crescenzo, System Manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Massachusetts State Police

ADDRESS: 470 Worcester Road, Framlingham, MA 01702

TELEPHONE: 508-641-1082 CONTACT PERSON Blair Sutherland  
CONTRACT DATE: March 2001

2. REFERENCE'S NAME: Connecticut State Police

ADDRESS: 111 Country Club Road, Middletown, CT 07457

TELEPHONE: 860-685-8280 CONTACT PERSON Paul Zito  
CONTRACT DATE: January 2000

3. REFERENCE'S NAME: Morris County Department of Public Safety

ADDRESS: PO Box 900, Morristown, NJ 07963

TELEPHONE: 973-285-2945 CONTACT PERSON Dave DeCoons  
CONTRACT DATE: January 2001

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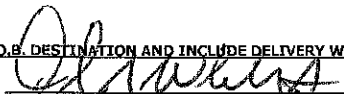
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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.

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

FORM 10-K

SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2017 or

SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1933  
For the transition period from to Commission File number 1-7221

**MOTOROLA SOLUTIONS, INC.**

(Exact name of registrant as specified in its charter)

(Address of principal executive offices)  
500 West Monroe Street, Chicago, Illinois 60661  
(847) 576-5000  
(Registrant's telephone number)  
Securities registered pursuant to Section 12(b) of the Act:  
Section 12(g) of the Act:  
None

36-

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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. (Check one):

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of July 1, 2017 (the last business day of the Registrant's most recently completed second quarter) was approximately \$12.6 billion.

The number of shares of the registrant's Common Stock, \$.01 par value per share, outstanding as of February 2, 2018 was 161,307,525.

## Section 1: 10-K (10-K)

☒ ANNUAL REPORT PURSUANT TO SE

☐ TRANSITION REPORT PURSUANT TO 4  
DELAWARE 1115800

(State of Incorporation or Identification No.)

Title of Each Class Name of Each Exchange on Which Registered Common Stock, \$.01 Par Value per Share New York

Stock Exchange

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

(Do not check if a smaller reporting company)

## **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its Annual Meeting of Stockholders to be held on May 14, 2018, are incorporated by reference into Part III.

## **Executive Officers of the Registrant**

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 15, 2019 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 58; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 54; Executive Vice President and Chief Financial Officer since November 13, 2013.

Mark S. Hacker; age 47; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; and Senior Vice President and General Counsel from June 2013 to January 2015.

Kelly S. Mark; age 47; Executive Vice President, Services & Software since August 28, 2018; Senior Vice President, Managed & Support Services from July 2017 to August 2018; Corporate Vice President, Managed & Support Services from August 2015 to July 2017; and Corporate Vice President, Strategy from May 2011 to August 2015.

John P. "Jack" Molloy; age 47; Executive Vice President, Products & Sales since August 28, 2018; Executive Vice President, Worldwide Sales and Services from July 2017 to August 2018; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; and Senior Vice President, North America Sales from January 2014 to August 2015.

Rajan S. Naik; age 47; Senior Vice President, Chief Strategy & Innovation Officer since December 2017; Corporate Vice President, Chief Strategy Officer from March 2016 to December 2017; and Senior Vice President, Chief Strategy Officer, Advanced Micro Devices, Inc. from January 2012 to February 2015.

Daniel G. Pekofske; age 42; Corporate Vice President and Chief Accounting Officer since September 10, 2018; Vice President and Treasurer from January 2016 to September 2018; Vice President and Assistant Treasurer from March 2015 to January 2016; Vice President and Assistant Controller from February 2014 to March 2015; and Senior Director, Finance from December 2012 to February 2014.

Cynthia M. Yazdi; age 54; Senior Vice President, Chief of Staff, Marketing & Communications and Motorola Solutions Foundation since August 28, 2018; Corporate Vice President, Chief of Staff to the Chairman and CEO, Global Marketing and Communications from February 2018 to August 2018; Vice President, Chief of Staff, Global Marketing and Communications from September 2016 to February 2018; Vice President, Chief of Staff from August 2015 to September 2016; and Senior Director, Sales Operations for Asia Pacific from January 2013 to August 2015.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2019 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.



Motorola Solutions, Inc.  
500 W. Monroe, Floors 37-44  
Chicago, Illinois 60661

Effective: August 28<sup>th</sup>, 2018

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Kelly Mark	Executive Vice President, Services & Software
Jack Molloy	Executive Vice President, Products & Sales
Rajan Naik	Senior Vice President, Chief Strategy & Innovation Officer
Cynthia Yazdi	Senior Vice President, Chief of Staff to Chairman and CEO, Marketing and Communications
Kristin Kruska	Corporate Vice President and Corporate Secretary

Board of Directors

Gregory Q. Brown  
Kenneth D. Denman  
Egon P. Durban  
Clayton M. Jones  
Judy C. Lewent  
Gregory K. Mondre  
Anne R. Pramaggiore  
Samuel C. Scott III  
Joseph M. Tucci

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.

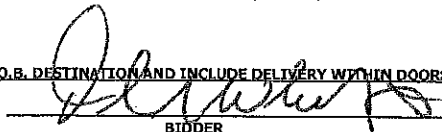
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require 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.

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(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.

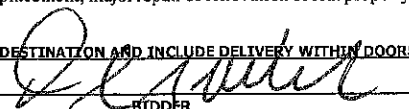
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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"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.

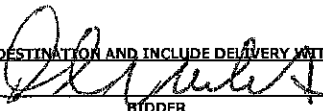
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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.

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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.

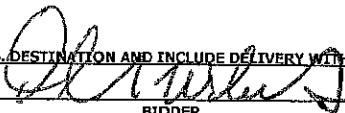
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

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**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.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

**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.

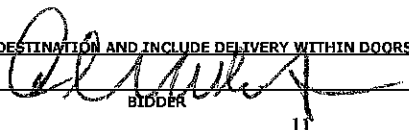
**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing: **Radio System Maintenance and Repair Services** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

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**FORMAL SEALED BID PROPOSAL  
28760-02079-003**

Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7 part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) 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 bidding, billing, payment or any other function with the county.

**Redacted, website-ready version**

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

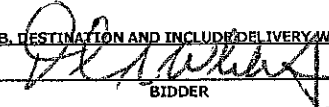
Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions, Inc.

Address: 123 Tice Blvd, Suite 202

City, State and Zip Code: Woodcliff Lake, NJ 07677

2. Entity's Vendor Identification Number: 361115800

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

See attached copy of 10k

\_\_\_\_\_

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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 listing of Motorola Solutions major subsidiaries.  
This document includes information approved for public disclosure.

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

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

No lobbyists used for this matter.

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Page 3 of 4

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

No lobbyists used for this matter.

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

No lobbyists used for 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.

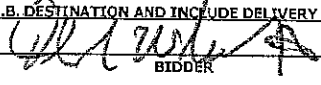
Dated: 3.1.19

Signed: 

Print Name: David R. White, Jr.

Title: Vice President, Northeast Region

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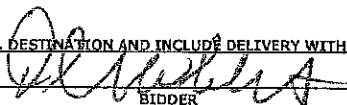


Page 4 of 4:

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

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Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

No lobbyists used for this matter.

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

No lobbyists used for this matter.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

No lobbyists used for this matter.

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Vice President Northeast Region

TITLE

Page 2 of 4

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

No lobbyists used for this matter.

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

No lobbyists used for this matter.

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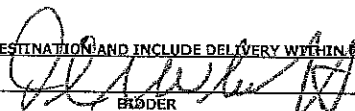
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~~ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN 90 DAYS UNLESS OTHERWISE SPECIFIED.~~

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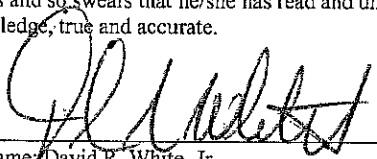
Vice President Northeast Region

TITLE

Page 3 of 4

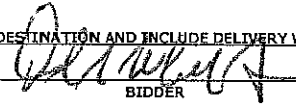
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3.1.19

Signed:   
Print Name: David R. White, Jr.

Title: Vice President Northeast Region

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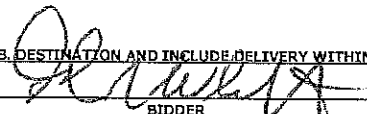
Vice President Northeast Region  
TITLE

Page 4 of 4:

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

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**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". No blanks.**

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

Date: 2/20/2019

1) Proposer's Legal Name: Motorola Solutions, Inc.

2) Address of Place of Business: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

List all other business addresses used within last five years:

\*\*\*See attached " 5 Paragon Drive, Suite 200, Montvale, NJ 07645

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

Phone : 201-949-5503

Does the business own or rent its facilities? Motorola Solutions both rents and owns facilities

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

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

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership X Corporation \_\_\_\_\_ Other  
(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, provide details: \_\_\_\_\_

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
28760-02079-003

- 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 to the best of Motorola Solutions Information & beliefs If Yes, provide \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No X If Yes, provide details for each such conviction \_\_\_\_\_
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

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TITLE

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

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

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

\*See clarification page

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.

\*See below

\*Motorola Solutions, Inc.'s ("Motorola") employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section. Please See page 4 of the Code of Business Conduct, for details on Motorola's conflict of interest procedures: [https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions\\_codeofconduct.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions_codeofconduct.pdf)

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

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

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

- B. Indicate number of years in business.

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

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

Company \*\* See Page Five

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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Vice President Northeast Region

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
28760-02079-003


Company \*\*See Page Five  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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Company \*\* See Page Five  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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FORMAL SEALED BID PROPOSAL  
28760-02079-003

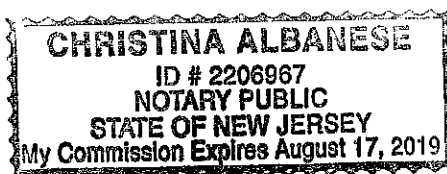
CERTIFICATION

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

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

Sworn to before me this 1<sup>st</sup> day of March 2019

Christina Albanese  
Notary Public



Name of submitting business: Motorola Solutions, Inc.

By: David R. White, Jr.  
Print name  
[Signature]  
Signature  
Northeast Region Vice President  
Title

3 / 1 / 19  
Date

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[Signature]  
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Vice President Northeast Region  
TITLE

**PRINCIPAL QUESTIONNAIRE FORM**

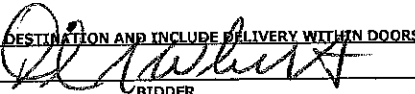
All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) 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 \_\_\_\_\_ N/A-See statement below question 12 page 29\*  
Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_ Chief  
Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details. \_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details. \_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_; If Yes, provide details. \_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO \_\_\_\_; If Yes, provide details. \_\_\_\_\_

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

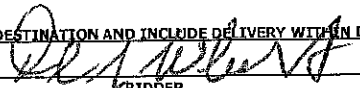
FORMAL SEALED BID PROPOSAL  
28760-02079-003

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

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

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BIDDER

Vice President Northeast Region

TITLE

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COUNTY OF NASSAU STATE OF NEW YORK

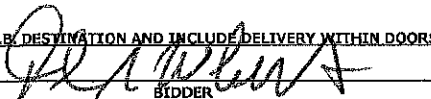
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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative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

\* N/A--Instructions specifically state "All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer". Motorola clarifies that its 10%+ shareholders do not include officers or individuals (the only two are Vanguard, an investment advisor company, and BlackRock, a global investment management company).

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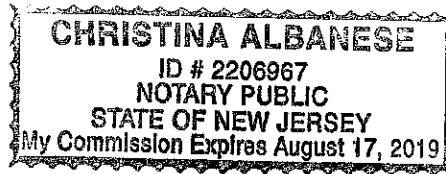
**CERTIFICATION**

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

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

Sworn to before me this 1 day of March 2019

Christina Albanese  
Notary Public



Motorola Solutions, Inc.  
Name of submitting business

David R. White, Jr.  
Print name  
[Signature]  
Signature

Vice President Northeast Region  
Title  
3, 1, 2019  
Date

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**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:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$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.

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**PERIOD COVERED:** Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

**FIRM PRICES** Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase 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.

**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:

One (1)

Delivery to be made \_\_\_\_\_ Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

IF 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.

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CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

**\*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID\*\***

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

**PAYMENT:** A certified invoice, or a County claim form to which the Invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

**If a claim voucher is not being submitted, the following certification MUST appear on the invoice:**

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices 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.**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

**PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

**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.

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**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 fall from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

BIDDER SHALL STATE WARRANTY  
PERIOD: \_\_\_\_\_

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**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. \*\*See attached for clarifications.

**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. \*\*See attached for clarifications.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.


STATE PRICE PROTECTION PERIOD: \_\_\_\_\_ DAYS AFTER BID OPENING

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

180 days.

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**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. \*\*See clarification

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. \*\*See clarification

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured:

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

\*\*See clarification

**Nassau County Must be named as an additional insured**

**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.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

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**GENERAL CONDITIONS:**

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

**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 therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.

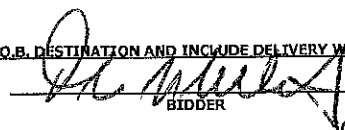
**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. 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.

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**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 in 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.

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

**PARTS:**

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

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.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

\*\*Motorola's prices are based on list price less any applicable discounts. Support for prices, including timesheets and manufacturing costs will not be provided.

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**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.

**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.

**MANUALS/IN-SERVICE VIDEO:** Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

**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**

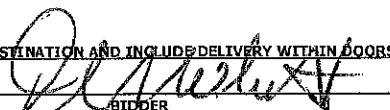
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the 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. \*\*See clarifications

**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. \*\*See clarifications.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Vice President Northeast Region  
TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

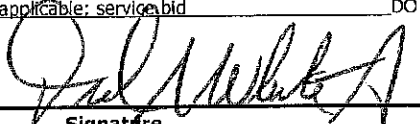
PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN  
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED Not applicable: service bid DO NOT CONTAIN ANY TOXIC SUBSTANCES.

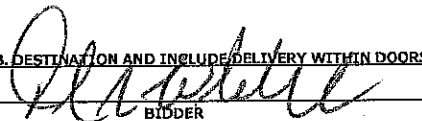
X   
Signature

Vice President Northeast Region  
Title

3.1.19  
Date

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**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 is 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.

**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. \*\*See clarifications

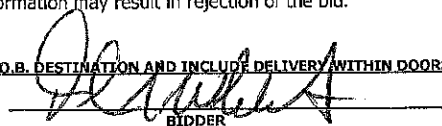
**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled. \*\*See clarifications

**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 foregoing 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.

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
28760-02079-003

**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 March, 2019 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Motorola Solutions, Inc.

Address: 123 Tice Blvd

Street: Suite 202

City, Town, etc: Woodcliff Lake, NJ 07677

Telephone: 2019495503 Title: Vice President Northeast Region

If applicable, responsible Corporate Officer

Name David R. White, Jr. Title Vice President Northeast Region

Signature: 

Sign Here 

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.**

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28760-02079-003

**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.  
\*\*See clarification

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 placed 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.

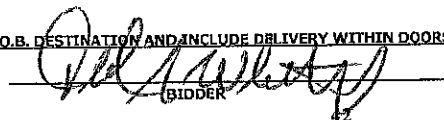
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau 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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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

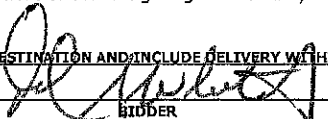
A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

### 3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

#### i. County Service Contracts

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

#### ii. County Financial Assistance Agreements

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

### 4. Waiver of the Law

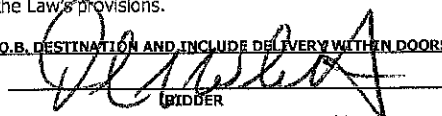
#### a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

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b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

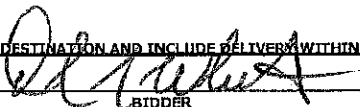
2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

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Services under the Expanded In-Home Services for the Elderly Program (EISEP)  
Foster care services under the New York Social Services Law.  
Residential domestic violence services under the New York Social Services Law.  
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

QR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

- i. Non-residential domestic violence services under the New York Social Services Law.
  - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law  
Non-Secure detention services pursuant to the New York Executive Law.

AND (If Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance  
Attention: Living Wage Waiver Request Office  
One West Street - 4<sup>th</sup> Floor  
Mineola, New York 11501

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c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"


5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

- a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.
- b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:
- i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.
- ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

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

The ~~chief executive officer~~ Northeast Region Vice President of the Contractor is:

David R. White, Jr. (Name)

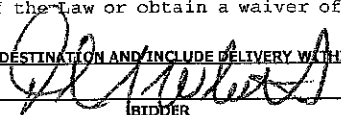
123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677 (Address)

845-258-8006 (Telephone Number)

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

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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

In the past five years, Contractor \_\_\_\_\_ has X \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

The Dept of Labor is currently investigating the Motorola Solutions Pension Plan.

This investigation is ongoing and there has not been a final determination with regard to the investigation. In 2018 the Office of Federal Contracts Compliance Programs (OFCCP) completed compliance reviews of Motorola Solutions Plantation, Florida; San Diego, CA; and Elgin, IL establishments and found no compliance violations. Earlier, the month Feb 2019, the OFCCP opened a compliance review of Motorola Solutions Lawrenceville, GA establishment. This review is ongoing. Beyond this matter, no preceding, action or investigation has been commenced in the past 5 years.

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.

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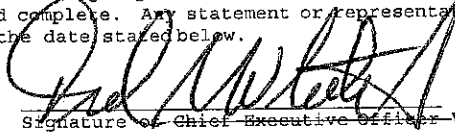
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I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 3.1.19

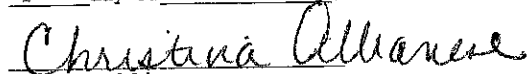
  
Signature of Chief Executive Officer-VP Northeast Reg

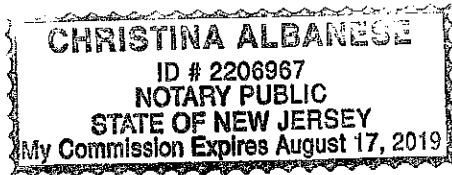
David R. White, Jr.

Name of Chief Executive Officer-VP Northeast Reg

Sworn to before me this

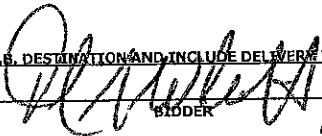
1 day of March, 2019.

  
Notary Public



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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: \*\*See clarification

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.

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**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. \*\* See clarification

**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.

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, 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 the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

**PRE BID SITE VISITS:** The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call \_\_\_\_\_ for an appointment to visit the site.

**Specifications/Pricing:**

**I Two Way Radio & Mobile Data Maintenance and Repair**

- A. The County of Nassau (hereinafter call the County) represented by the Deputy Commissioner of Shared Services, and the individual partnership, joint venture, or corporation named above (hereinafter called the Contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

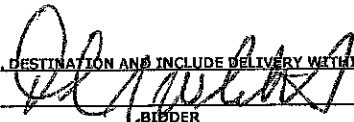
**Contract is divided into Plan A and Plan B as follows:**

- I Plan "A" preventative maintenance Service (PMS)  
II Plan "A" repair service Response (RSR) and Technical Systems Support (TSS)  
II Plan "B" Extra costs, Time and Materials

All work must be performed with Motorola trained technicians and factory authorized service partner. In addition to having factory-trained technicians, each technician working on any transmitter or receiver equipment must have a valid FCC License.

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Any technician working on the system must hold training certificates or certifications where required on all technologies associated with the County of Nassau radio system equipment. Technicians must be certified in the following:

In the management, maintenance, repair and configuration of the Motobridge line of products  
In the management, maintenance, repair and configuration of the MCC7500 console system  
In the management, maintenance, repair and configuration of the ASTRO 25 7.X Core and Database as it relates to the MCC7500 console system  
In the management, maintenance, repair and configuration of the NICE Playback Stations  
In the management, maintenance, repair and configuration of the MOSCAD system  
In the management, maintenance, repair and configuration of the Aviat Constellation and True Point microwave system  
In T1 Link Verification  
In the management, maintenance, repair and configuration of Windows Based PC's  
In Antenna Systems Analysis using the appropriate FDR hardware  
Certified Electronics Technicians Certification  
In the management, maintenance, repair and configuration of Mobile Data terminals and supporting RF equipment including the RNC and radio IP  
In the management, maintenance, repair and configuration of the Quantar base radio  
In the management, maintenance, repair and configuration of the MSF5000 base radio  
In the management, maintenance, repair and configuration of the Motorola Network Transport Infrastructure  
Cisco Network + certified  
Radio IP Software  
Understand subscriber trunking and fleetmapping  
Must be proficient and have the following skill sets in the development and implementation of the subscriber talk groups and code plugs

## I. TWO WAY RADIO & MOBILE DATA MAINTENANCE AND REPAIR (cont.)

4. All bidders shall demonstrate the capability of servicing systems similar in scope/complexity of the Nassau County Police Department's, therefore the Police Department is requesting all bidders supply a reference list of at least three (3) other current systems being maintained for at least five (5) years that include the following components:

- RNC
- Motobridge
- Radio IP
- NICE Logging Recorder
- Digitac Comparators
- Quantars
- Aviat Microwave
- MCC7500 Consoles
- MOSCAD
- Mobile Data Terminals (VRMs)
- Maintain, repair and implement preventative maintenance schedules for the following siteequipment:
  - o HVAC (BARD)
  - o UPS
  - o Generac, Kohler or any other Generators utilized by the County

5. It is the intent of this specification to describe the minimum requirements set forth by the Nassau County Police

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Department for radio system and mobile data maintenance, upgrades and repair of the existing communications network. Nassau County Police Department is interested in a vendor that will provide comprehensive system wide support for the current ASTRO 25 system and maintain the system at a high level of support and extend the useful life of the network. In addition to repairing broken components of the system, the successful bidder must provide the following capabilities to support the ASTRO 25 system with an equivalent level of functionality:

- i. A toll free number to request dispatch for service
- ii. Monthly performance reports
- iii. Failure analysis
- iv. Technical support for questions
- v. Board repair and exchange programs for infrastructure components
- vi. On-site field engineering support
- vii Onsite Field management support
- viii. Customer service support
- ix Preventative maintenance as described in the specifications
- x Escalation process for mitigation of system problems
- xi Provide a complete package of hardware, software and implementation services
- xii Live network updates performed with minimal interruption to system operations.
- xiii Software/hardware upgrades to latest version applicable to maintain the current maximum efficiency of the Astro

25 system and support required existing functionality.

- xiv Next day delivery of Motorola manufactured parts during catastrophic system failures
- xv 7x24 onsite support during major storms , deployment of cells on wheels (COW) and generators in event of

infrastructure failures

6. Potential bidders are invited to review the current inventory of equipment. Failure to be aware of all infrastructure components and field equipment shall not be cause to charge the County for extra repairs.
7. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis. Modifications during this time frame may or may not have a direct financial impact on this contract.
8. If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional. All parts utilized for repairs must meet or exceed the manufacturers specifications and not void any warranty

## II. PLAN "A" PREVENTATIVE MAINTENANCE

Plan "A" - PREVENTATIVE MAINTENANCE SERVICE (PMS) shall include the following:

1. Regular scheduled inspection and maintenance service calls as per Manufacturer's specifications.
2. The service calls shall be for the purpose of maintaining the Radio systems at optimum working conditions by replacement of all defective components where necessary and/or such alignments, network adjustment, and labor as required. All related equipment and services that support the radio system regarding the functioning of radio

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equipment at each site.

3. Contractor shall include subscriber preventative maintenance on an annual basis. The following shall be performed: Check power out, deviation, batteries, antennas, speaker mics and installs latest software version if needed on all Mobile and Portable equipment. Confirm that all vehicle equipment serial numbers match with radio office database.
4. If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional.

**SYSTEM INFRASTRUCTURE**

System infrastructure to include all system software/hardware updates and equipment; Radio Base Stations, Site controllers, Comparators, Routers, LAN switches, Servers, PC Workstations, Dispatch consoles, Logging equipment, Network management terminals, Network Fault Management (NFM) products, Network security device-such as firewalls and intrusion detection sensors, associated peripheral infrastructure software, receivers, microwave related equipment, combiners, duplexers, amplifiers, preamps, and update hardware versions and/or replacement hardware required necessary to support computer equipment to maintain equivalent level of functionality. The system infrastructure refreshes must include: Data System, which incorporates 2 Radio Network Controllers and GTR 8000 Base and Site Controllers, GCM 8000 Comparators, MCC75000 Console Operator positions, STR 3000 Base Stations, Quantar Base Stations, ASTROTAC Comparators, PSC 9600 Site Controllers, PBX Switches for telephone connect NFM.NFM.MOSCAD RTU and receivers-conventional, Digitac system and 19,200 baud RD-Lap protocol if still in use.

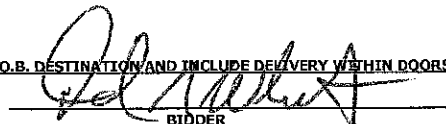
Infrastructure repairs to include cabling, antenna replacements and labor.

**To Include, but not Limited to. All Radio Communications Equipment at the following locations:**

- i. Precincts, PD Community Centers
- ii. Bellmore Facility (including all commands there within)
- iii. Headquarters complex located at Westbury and (Mineola back up center or future location if relocated)
- iv. Marine Bureau
- v. Bethpage Facility (including all commands there within)
- vi. VHF Transmitter – Air/Marine
- vii. M.R.D. Mobile Radio District transmitters and receivers
- viii. County-wide and Statewide System
- ix. All other VHF frequencies licensed to the County
- x. Medical Control (located at NUMC and EAB)
- xi. Public Safety Center (Westbury)
- xii. Policing Centers

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## II. PLAN "A" PREVENTATIVE MAINTENANCE (cont.)

5. Field Visits for preventative maintenance for Portables/Mobile Radios/In-Vehicle computers with associated peripherals/Mobile & Portable charging units and associated antenna network and hardware are to be accomplished by Motorola trained technicians and PMS forms to be completed for all units on an annual basis at each of the following: Precincts, Policing Centers, Highway Patrol Bureau, Emergency Services Bureau, Bureau of Special Operations, Air/Marine Bureau, Emergency Ambulance Bureau, Training Academy and the Detective Bureau. The successful contractor will be required to submit a schedule to accomplish all preventative maintenance on the above-described equipment to be performed annually. A form supplied by the County shall be completed for each piece of equipment that is tested.
6. Maintenance and calibration test equipment (based on manufacturer's recommendations) must be provided for all utilized County equipment. Preventative Maintenance Service to include the system replacement of all parts, as needed, including antennas, antenna mounts, lines, and cabling.

### SERVICE RECORDS

The following service records shall be provided:

1. Monthly subscriber unit service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service
2. Monthly emergency service activity, including failure type, corrective action taken, and time required to restore service.
3. The results of preventative maintenance tests and inspections shall be provided within 30 days of completion.
4. Monthly 5 Nine's Report of system performance

Contractor will be required to document site visits, report any discrepancies in equipment operation and describe corrective action taken, and generate monthly PMS reports for each site on forms supplied by the County.

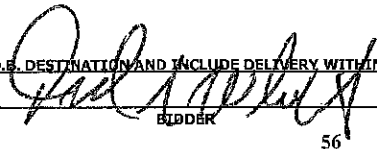
## III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS)

### 1. Two-Way Radio:

Service for this system shall include the use of remote diagnostics from a systems service center capable of localizing the

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problem and dispatching the appropriate personnel for failure resolution. A board exchange program shall also be included to expedite repair and minimize system downtime.

### III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

2. If damage caused to antennas and cables are found to be the result or cause of inadequate/faulty system maintenance it will be covered under this agreement.
3. Service to infrastructure equipment will be subject to a two (2) hour response time, twenty-four (24) hours a day, seven (7) days a week including all Saturdays, Sundays and Holidays.

4. 8 Hour Service Normal Business Hours 8:30 AM – 5:00 PM - 5 Days a Week — Drive In Service Normal Business Hours 7:00 AM - 7:00 PM)

Mobile Radios, VRM's MDT's, ML/MW Series In-Vehicle Computers and related accessories, In-Vehicle Battery Chargers and any other Motorola/or the possibility of other P25 manufactured mobile radio equipment and

**Commented [BE1]:** Insert to cover additional models, if necessary for the Departments utilizing the current radio system.

- i. associated peripherals installed in Precinct Patrol Units, Highway Patrol Bureau Vehicles, Emergency Ambulance Bureau, Bureau of Special Operations, all Marine Radios and Motorola Radios installed in Boats and Helicopters and any vehicles equipped with Motorola equipment not covered in the above paragraph.
- ii. Service to include repair of all equipment and includes speakers, lines, microphones, computer keyboard, cables, antennas, control heads, scanners, and related equipment and any and/or all parts and accessories attached to or used as part of the installation of the above equipment. This service shall include any damage due to normal wear and tear.
- iii. Service shall be provided at a site located within Nassau County. This site may be either provided by the County or the County may, at its discretion, require the Contractor to supply such a site.

5. Portables:

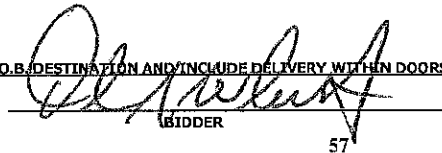
- i. All current Motorola Portable Radios XTS2500, XTL1500, HT750, APX7000, APX8000, and (upon expiration of warranty) any other new Portable radio equipment regardless of Manufacturer, but P25 Compliant, which shall be purchased during the life of this contract. This service shall include factory direct next day air shipping with 10 days turnaround time. Repairs shall consist of all needed parts.
- ii. Service shall include single and six-unit chargers and other ancillary equipment.

Service, maintenance, replacement and repairs must be provided for the following items:

- I. Safety equipment at all sites to include Eye Wash Stations where required
- II. UPS System and UPS batteries
- III. Fixed site Equipment (Generators and HVACs)

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## II . PLAN "A" – REPAIR SERVICE RESPONSE AND SUPPLIED TECHNICAL SYSTEMS SUPPORT (TSS) cont.

### 7. Installations and Removals of Vehicular Equipment:

The successful contractor shall provide onsite technician for the installation and removal of all vehicular equipment. Vehicular equipment includes but not limited to:

- i. Dash mount vehicular radios
  - ii. Trunk mount vehicular radios
  - iii. Vehicular charging units
  - iv. Vehicular radio modems
  - v. In-Vehicle computers (Panasonic Toughbooks /810s and all future model computers)
- Contractor will be responsible for the replacement of all installation hardware and accessories (i.e. wiring harnesses, antennas, and mounting hardware) that requires replacement due to normal wear and tear.
- vi. All related ancillary equipment

9. Provide service, response and reporting for all third party issues related to the radio system operation.

## I . PLAN "A" – REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

### ii. Provide Onsite Support Requirements:

- a. Provide Onsite Support for Mobile Data Equipment and Related Hardware at a Nassau County Facility.
- b. Complete repairs or replacement within 2 hours.
- c. Escalate any issues using a vendor supplied call management system.
- d. Track all repairs and equipment replacement using a vendor supplied tracking system.
- e. Complete one preventive maintenance (PM) on each Mobile Data Vehicle once every two years.
- f. Support Spares Inventory.

### iii. Provide Tracking System:

- a. Track All Nassau County Supplied Assets (test equipment) Identified under this contract.
- a. Provide Custom Reports to Nassau County.

### iv. Provide Customer Support Manager and onsite dedicated System Manager and onsite Customer Support:

- a. Support Nassau County with all issues related to the Maintenance Contract.
- b. Attend Scheduled Customer meetings.
- c. Provide Monthly Reports on the operations, status of equipment and all related equipment issues.
- d. Work with third party vendors to install and support necessary communications applications.

### v. The support program is to cover all elements of the in-vehicle mobile technology. To include:

1. The MW810, XTL2500, APX8500 and related accessories such as keyboards & displays, provide first echelon support for current Panasonic Toughbooks as well as future models, Charge Guard Power Management Device, Pentax printer.
2. Cables and connector.

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3. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis by both parties. Modifications during this time frame may or may not have a direct financial impact on this contract.

## M. PLAN "A" ON -HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S.

### 1. Fixed End Infrastructure

- i. Microwave Equipment sites including: Harris Constellation Microwave Receivers and Transmitters (Main/Standby), Associated Fixed Site Equipment. (Dehydrators)----- (2)
- ii. Digi-TAC Comparators ----- (7)
- iii. Quantar's ----- (24)
- iv. VAC Bard Air Conditioner Units (Located at East Hills & Mineola Sites)----- (2)
- v. MCC7500 Consoles ----- (3)
- vi. NICE Logging Recorder Systems ----- (2)
- vii. RNC ----- (2)
- viii. Radio IP Software ----- (1)
- ix. Infrastructure Batteries -UPS/Microwave/Generator replacement with disposal
- x. CTI -Voting Display/Equipment----- (3)

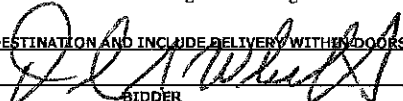
## IV. PLAN "A" ON -HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S. (cont.)

### 3. Radio Equipment (Mobile & Portable & Chargers & MDT)

- i. VRM 850 Modems----- (35)
- i. HT750 Rack Chargers ----- (5)
- ii. HT750 UHF Portable Radio & Single Unit Chargers ----- (24)
- iii. APX Portable Radio Rack Unit Chargers ----- (24)
- iv. APX Portable Radio Single Unit Chargers ----- (24)
- v. XTS Portable Radio Rack Unit Chargers ----- (250)
- vi. XTS Portable Radio Single Unit Chargers ----- (500)

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vii.	XTL1500 1-piece Mobile Radio UHF -----	(120)
viii.	XTL2500 1-piece Mobile Radio UHF -----	(1279)
ix.	XTL2500 2-piece Mobile Radio UHF -----	(723)
x.	XTL5000 2-piece Mobile Radio UHF -----	(80)
xi.	XTS1500 Portable Radio -----	(210)
xii.	XTS2500 Portable Radio -----	(2623)
xiii.	XTS5000 Portable Radio -----	(30)
xiv.	APX7000 Portable Radio -----	(70)
xv.	MW810 -----	(100)
xvi.	Panasonic Toughbooks -----	(450)

## V. PLAN "A" – INAPPROPRIATE DAMAGE

If it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made. At such time, agreement between the Communications Bureau and the Contractor will be made on appropriate repairs and the billing of repairs.

## VI. PLAN "A" - SYSTEM SOFTWARE UPGRADES

- I. Agreement to include annual subscription renewal on current equipment and Support on future equipment where applicable.

- i. XTS2500 Portable
- ii. XTL2500 Mobile Radio
- iii. XTL1500 Mobile Radio
- iv. XTS1500 Portable Radio
- v. APX7000 Portable Radio
- vi. APX8000 Portable Radio
- vii. APX7500 Mobile Radio
- viii. APX8500 Mobile Radio

### Plan "A" Contract price

Cost per month for 12 months \$ 208,233.08

Total Cost per year \$ 2,498,797

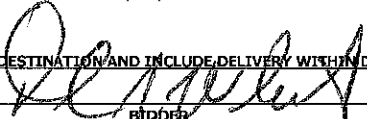
### Battery Replacement

Portable Batteries:

All batteries used with any Motorola Portable Radio is to be replaced annually for the life of the contract (including contract renewals). For additional battery purchases the contractor is to supply cost schedule for the quantity discount valid for at least 12-month period. The annual battery replacement shall be above and beyond the monthly charges indicated in this contract.

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28760-02079-003

- I XTS1500 portable batteries at a cost of \$ see below each for a total cost of \$ \_\_\_\_\_ annually.
- II XTS2500 portable batteries at a cost of \$ see below each for a total cost of \$ \_\_\_\_\_ annually
- III XTS5000 portable batteries at a cost of \$ see below each for a total cost of \$ \_\_\_\_\_ annually
- IV APX7000 portable batteries at a cost of \$ see below each for a total cost of \$ \_\_\_\_\_ annually

\*\*\*\*\*Nassau County procures batteries through Motorola Online (MOL) in accordance with the New York  
State OGS PT discount contract rates

**Plan "B" Extra Costs, Time & Material**

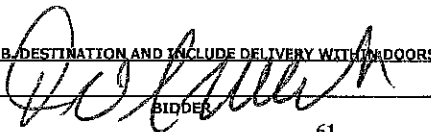
Plan "B" Time & materials. For Repairs or Installations not covered in Plan "A" maintenance.

**Relocating Equipment:**

- |   |           |
|---|-----------|
| 1) For STRIP of Dash Mount 1 PC Mobile Radio  | \$94.75   |
| 2) For Installation of dash mount 1 PC Mobile Radio   | \$ 194.95 |
| 3) For STRIP of In-vehicle Computer   | \$ 66.95  |
| 4) For Installation of In-Vehicle Computer  | \$ 239.50 |
| 5) For STRIP of Remote Mount 2 PC Mobile Radio  | \$ 116.90 |
| 6) For INSTALLATION of Remote Mount 2 PC Mobile Radio                                       | \$ 278.60 |
| 7) For STRIP of IN-Vehicle Charger  | \$94.75   |
| 8) For INSTALLATION of In-Vehicle Charger   | \$194.95  |
| 9) For STRIP of VRM   | \$94.75   |
| 10) For INSTALLATION of VRM   | \$194.95  |
| 11) For STRIP of Docking Station  | \$66.95   |
| 12) For INSTALLATION of Docking Station   | \$239.50  |
| 13) For STRIP & INSTALLATION of Mobile Subscribers without cables and harness               | \$72.35   |
| 14) For STRIP & INSTALLATION of Printer with armrest  | \$72.35   |
| 15) For STRIP & INSTALLATION of all Mobile charges for liquid and physical damage           | \$72.35   |
| 16) For STRIP of (bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest           | \$210.65  |
| 17) For INSTALLATION of (Bundle) In-Vehicle Computer/VRM/Docking Station<br>Printer/Armrest | \$456.30  |
| 18) For STRIP of Disguised Antennas   | \$72.35   |
| 19) For INSTALL of Disguised Antennas   | \$194.95  |
| 20) For STRIP of Glass Mount antennas   | \$66.95   |
| 21) For INSTALLATION of Glass Mount antennas  | \$116.90  |
| 22) For ENGRAVING   | \$ 22.65  |
| 23) For PROGRAMMING of Mobile & Portable Radio  | \$31.95   |

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Plan "B" continued

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 1 hour  
\$

B2) REGULAR HOURLY RATE at \$ 188 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 47 /¼ hr.

B4) TRAVEL TIME (IF ANY) ZERO

B5) MILEAGE (IF ANY) ZERO

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 25 %

B7) COST PLUS % 25 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 120 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) \$ 1 hour

B9) REGULAR HOURLY RATE at \$ 282 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ 70.50 / ¼ hr.

RESPONSE TIME 4 HRS

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**Rigging Costs:**

In the event that a subcontractor is needed to perform work, prior approval must be granted by the County, which under normal conditions should include two (2) competitive quotes before work can be assigned. In the event extenuating circumstances a second (2<sup>nd</sup>) quote may not be required. Minimum charge, regular hourly rate and per diem charges will be based on prevailing subcontractor rates plus will be billed at the prevailing rate no mark-up will be allowed

**Replacement of Radio Accessories** (Including but not limited to leather radio holsters, leather radio belt loops, radio case T-Straps, radio antennas etc):

Percentage discount from mfg. list price    25        %

Where there is no list price, will be billed at cost no mark-up will be allowed

**Replacement of Infrastructure Batteries:**

Prorated discount from mfg. List price based on installation date

Microwave    25        %

UPS           25        %

Generator       25        %

**Claims:**

Contractors are hereby advised that to insure and facilitate payment, the following information must accompany the Contractor's claim

Time sheets signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked. \*N/A—\*\*Motorola's prices are based on list price less any applicable discounts. Support for prices, including timesheets and Manufacturing costs will not be provided

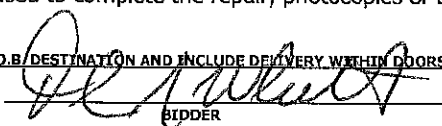
Detail of parts used:

If parts used are regularly carried in stock and manufacturer's price list are used to price repair invoices, the Contractor should furnish a copy of the price list to the Department of Purchasing.

If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim.

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COUNTY OF NASSAU STATE OF NEW YORK

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28760-02079-003

For removals and installations of Mobile Radios/In-Vehicle Computers/In-Vehicle Chargers/VRM's in vehicles the following information must be on all work tickets in order to process for payment:

- 1 Vehicle number
- 2 Fleet Service Bureau number of vehicle worked on
- 3 date work was completed
- 4 Type of work (Install and/or Removal)
- 5 Description of item(s) installed/removed (In-Vehicle Computer, In-Vehicle Charger, Mobile etc)
- 6 Serial number(s) of item(s) installed/removed (need a serial number for each of the items if more than one.
- 7 If parts are supplied they are always under service agreement unless clearly marked as physical damage replacement. If they are physical damage replacement work ticket must clearly have marked authorization from a designated Communications Bureau personnel.
- 8 Name of technician completing work
- 9 Every work ticket must have the signature and printed last name of the police officer or police department member that is picking up the vehicle upon completion of the work

County Claims Forms shall be submitted monthly in arrears directly to the using agencies supported by vouchers signed by County personnel attesting to the satisfactory completion of the required services as heretofore specified.

Invoices for Plan "B" work must be submitted directly to the using agency within 90 days of completion of work with appropriate backup paperwork and completed County Claim Form.

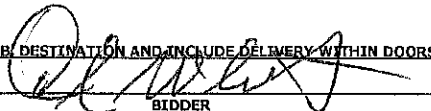
Agency Contact:

Elizabeth Bella  
Phone 516-573-8600  
e-mail [EBella@PDCN.ORG](mailto:EBella@PDCN.ORG)  
OR  
Thomas Schroh  
Phone 516-573-8667  
e-mail [TSchroh@PDCN.ORG](mailto:TSchroh@PDCN.ORG)

Additional services, parts, equipment, locations can be added to this contract with written quote and amendment.

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BIDDER

Vice President Northeast Region  
TITLE

## **ATTACHMENTS**

Laura Curran  
COUNTY EXECUTIVE



**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO 28760-02079-003**

**FOR: Radio System Maintenance and Repair**

**ISSUED: January 17, 2019**

**OPENING: February 07, 2019**

**TO ALL BIDDERS:**

- 1) This Formal Sealed Bid has been postponed until February 21, 2019 @11:00 AM E.S.T
- 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

A handwritten signature in black ink, appearing to read "David R. White, Jr.".

David R. White, Jr.  
Vice President  
Northeast Region

Vaughn Banks Jr.  
Deputy Commissioner of Shared Services

Laura Curran  
COUNTY EXECUTIVE



**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 2**

**FORMAL SEALED BID NO 28760-02079-003**

**FOR: Radio System Maintenance and Repair**

**ISSUED: January 17, 2019**

**OPENING: February 07, 2019**

**TO ALL BIDDERS:**

- 1) This Formal Sealed Bid has been postponed until March 14, 2019 @11:00 AM E.D.S.T
- 2) Add to specifications the attached Living Wage Clause.
- 3) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

A handwritten signature in black ink, appearing to read "D. R. White, Jr.", is written over a horizontal line.

David R. White, Jr.  
Vice President  
Northeast Region

Vaughn Banks Jr.  
Deputy Commissioner of Shared Services

Laura Curran  
COUNTY EXECUTIVE



**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 3**

**FORMAL SEALED BID NO. 28760-02079-003**

**FOR: Radio System Maintenance and Repair**

**ISSUED: January 17, 2019**

**OPENING: February 07, 2019**

**TO ALL BIDDERS:**

1) The following vendor questions and answers are hereby added to this formal sealed bid:

Please see attached

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

A handwritten signature in black ink, appearing to read "D. White, Jr.", is written over a horizontal line.

David R. White, Jr.  
Vice President  
Northeast Region

Vaughn Banks Jr.  
Deputy Commissioner of Shared Services

**"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s)"., Motorola's exceptions and/or clarifications to the bid are as follows:**

**-Page 1**

*"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."*

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

**-Page 2**

**Section 22 Guarantees By Bidder**

Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited

by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

**-Page 3**

Disclosure Statement

10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.

<https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm>

**-Page 4,**

Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

**-Page 11**

Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows;

Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages.

Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

**-Page 22**

Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made

therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: <http://investors.motorolasolutions.com/Docs>

**Question 14 (a)-(e)**

No, to the best of Motorola Solutions' knowledge and belief.

**Question 15**

No, to the best of Motorola Solutions' information and belief.

**Question 16**

No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

**-Page 33**

Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

Payment in Detail.

Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

**-Page 34**

Warranty

Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

New York State Prices.

Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

Reduction in Prices.

Comply with Clarification. Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

**-Page 35**

Comprehensive and General Liability and Hold Harmless

Comply with clarification. See clarification to general Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of ~~Comprehensive and Commercial~~ General Liability Insurance naming the Contractor as an insured, and ~~naming including~~ the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single ~~minimum~~-limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:



A) ~~Certificate of Insurance name including the County of Nassau as co-insured~~additional insure after contract execution:

B) ~~Of~~

~~Certificate of Insurance with indemnification agreement (hold harmless clause):~~

**Nassau County Must be named included as an additional insured with respect to the general liability policy**

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of ~~Comprehensive and Commercial~~ General Liability Insurance naming the Contractor as an insured, and ~~naming including the~~ County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined ~~minimum~~-single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

~~**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.~~

#### **-Page 36**

##### General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

#### **-Page 37**

##### Parts.

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

#### **-Page 38**

##### Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

##### Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

#### **-Page 40**

##### Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written

permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

#### **Termination Prerogative**

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

#### **-Page 42**

Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

#### **-Page 51**

##### **New York Labor Law – Prevailing Wage**

Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contract. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

#### **-Page 52**

##### **Record Retention**

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

#### **-Page 54**

Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

#### **-Page 53-61**

Motorola Solutions technical clarifications

##### **Sections I,II,III,IV,V, VI**

"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

##### **Section III PLAN "A" Repair Response**

Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance

Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:

III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

## **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola **will** provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer **will** provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer **will** provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9      WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12     EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



## **Exhibit A**

### **SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement **will** continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**SCOPE OF WORK**  
**PD SUPPORT COORDINATION RESPONSIBILITIES**

The following is a list of responsibilities to be performed by the PD Coordinator for the purpose of supporting the Nassau County Police Department CB Radio Office.

These responsibilities include:

- Working hours will be eight hours per day, Monday through Friday
- Monitor open Motorola cases
- Monitor progress of project punch list
- Monitor radio system status through UEM and Zone Watch
- Assist System Manager to provide site access to outside contractors, coordinate their work to be performed and confirm work completed.
- Attend meetings with outside contractors when required.
- Perform visual site inspections, verify lighting is functioning, site is clear and accessible, alert System Manager if attention is required.
- Oversee maintenance of generators. For starting purposes, inspect radio site generators, A/C and grounds for operational and physical conditions. For example: shelter environmental conditions and fuel/oil levels in the generator.
- Ensure monthly generator load tests are accomplished and documented, report deficiencies to the System Manager,
- Receive, handle, store and retrieve equipment shipments to Radio Office as an agent of the NCPD.
- Verify radio programming and alignment.
- Maintain subscriber database.
- Assist Radio Office and System Manager in inventory tracking.
- Report any issues to CB Radio Office and System Manager.

EX-21 3 msiex212018.htm EXHIBIT 21

**MOTOROLA SOLUTIONS, INC.**  
**LISTING OF MAJOR SUBSIDIARIES**  
**12/31/2018**

**EXHIBIT 21**

Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Vesta Solutions Inc.	California, U.S.
Kodiak Networks, Inc.	Texas, U.S.
Twisted Pair Solutions Inc.	Washington, U.S.
Motorola Solutions Australia Pte. Ltd.	Australia
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Interexport Telecommunications and Services SA	Chile
Quorum II S.A.	Chile
Motorola Solutions (China) Co. Ltd.	China
Motorola Solutions (China) Investment Co. Ltd.	China
Airwave Solutions Limited	England
Guardian Digital Communications Limited	England
Motorola Solutions International Holding Limited	England
Motorola Solutions UK Acquisition Company Limited	England
Motorola Solutions UK Limited	England
Motorola Solutions UK One LP	England
Motorola Solutions UK Two LP	England
Motorola Solutions Germany GmbH	Germany
Motorola Solutions Israel Limited	Israel
Motorola Solutions Malaysia Sdn Bhd	Malaysia

## SUPPLIER DIVERSITY PROGRAM

The Motorola Solutions, Inc. (MSI) Supplier Diversity Program strives to match the diversity of our supply base to our customers and consumers and effectively support diversity community outreach organizations. MSI has centralized its supplier diversity program to maximize and leverage the use of diverse suppliers within its supply chain. The Supplier Diversity program is embedded in our Procurement organization, under the Chief Procurement.

The charter of MSI's Supplier Diversity Program is to assist diverse suppliers who are pursuing business with MSI. The Supplier Diversity lead helps diverse and small businesses understand how to do business with MSI, and what is expected of suppliers to MSI. Via outreach efforts with various national and local diversity organizations, MSI's Supplier Diversity program provides a communication link to our opportunities.

Success is measured annually based on company-wide spend goals and specific customer contractual requirements. MSI's participation goals on supplier diversity include:

- As a prime contractor, MSI is committed to achieving the goals of the Federal Government Small Business Subcontracting Program.
- MSI makes commitments to its customers who require diverse supplier participation to achieve their required spend targets.
- MSI has internal goals with management accountability to achieve a target percentage of diversity supplier procurement.

Motorola Solutions Head of Supplier Diversity is responsible for developing, leading and providing assistance for activities related to the identification and utilization of diverse suppliers, disseminating information on available business opportunities, and ensuring that such businesses are provided an equal opportunity to bid on goods or services purchased or contracted.

MSI is a proud partner of the following organizations who support and further develop diverse suppliers:

- Technology Industry Group (TIG) – Board Members
- Women's Business Enterprise National Council (WBENC) – Board Members
- National Minority Supplier Development Council (NMSDC)
- Minority Supplier Development China – Founding Corporate Partner
- United Hispanic Chamber of Commerce (USHCC)
- National Gay and Lesbian Chamber of Commerce – Founding Corporate Partner (NGLCC)
- National Veteran Business Development Council (NVBDC)
- Small Business Administration (SBA)
- Chicago Minority Supplier Development Council (CMSDC)
- Disability:In

## MSI SUPPLIER DIVERSITY POLICY

*It is the policy of MSI to purchase goods and services necessary for the effective operation of our business from certified diverse suppliers to the fullest extent possible consistent with the merits of the suppliers' offerings. MSI will not discriminate in its procurement practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability. MSI will put forth its best efforts to source and utilize qualified diversity-owned business enterprises for subcontracting opportunities.*

*The program requires all individuals making purchasing/sub-contracting decisions and the Supplier Diversity team to make every effort to achieve the objectives of the program.*

**Supplier Diversity is a Competitive Advantage**, and we strive to strategically build an innovative and diverse supplier base that enables us to fulfill our commitment and purpose **"to help people be their best in the moments that matter."**

### Contact:

Rosa Botello

Head of Supplier Diversity

[Rosa.Botello@motorolasolutions.com](mailto:Rosa.Botello@motorolasolutions.com)

[Supplier.Diversity@motorolasolutions.com](mailto:Supplier.Diversity@motorolasolutions.com)



**Motorola Solutions, Inc., radio system maintenance and repair, sealed bid solicitation #**  
**28760-02079-003**

Attached are the negotiated terms and conditions between the County and Motorola Solutions, Inc., finalized on September 11, 2019, which supersedes the exceptions/clarifications noted in Motorola Solutions, Inc.'s original bid proposal.

**"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follows:**

**-Page 1**

*"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."*

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

**-Page 2**

**Section 22 Guarantees By Bidder**

Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited

by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

**-Page 3**

Disclosure Statement

10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.

<https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm>

**-Page 4,**

Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

**-Page 11**

Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows;

Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages.

Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

**-Page 22**

Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made

therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: <http://investors.motorolasolutions.com/Docs>

Question 14 (a)-(e)

No, to the best of Motorola Solutions' knowledge and belief.

Question 15

No, to the best of Motorola Solutions' information and belief.

Question 16

No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

#### **-Page 33**

Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

#### Payment in Detail.

Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

#### **-Page 34**

#### Warranty

Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

#### New York State Prices.

Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

#### Reduction in Prices.

Comply with Clarification. Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

#### **-Page 35**

#### Comprehensive and General Liability and Hold Harmless

Comply with clarification. See clarification to general Indemnification, page 11 above.

#### Insurance and Workers Compensation Requirement.

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

---

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

**Nassau County Must be included as an additional insured with respect to the general liability policy**

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**-Page 36**

**General Conditions**

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

**-Page 37**

**Parts.**

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

**-Page 38**

**Non Performance**

Comply with Clarification. See attached Service Terms and Conditions.

**Disclaimer**

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

**-Page 40**

**Access Clause**

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records directly pertinent to this contract ("Records") for the purpose of verifying performance in accordance with the terms of the contract. . After Customer provides fifteen (15) business days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

**Termination Prerogative**

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

**-Page 42**

Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

**-Page 51**

New York Labor Law – Prevailing Wage

Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contract. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

**-Page 52**

Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Records (defined above) for the purpose of verifying performance in accordance with the terms of the contract. After Customer provides fifteen (15) business days' prior written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

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Motorola Solutions technical clarifications

Sections I,II,III,IV,V, VI

"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

Section III PLAN "A" Repair Response

Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance

Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:

III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

## **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola" or "Contractor") and the customer named in this Agreement ("Customer" or "County") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means the County's Formal Sealed Bid Proposal Bid Number 28760-02079-003 dated January 17, 2019 ("Bid"), Motorola's Bid response dated March 14, 2019, including its Bid Clarifications with a final version date of 9-6-2019 "Motorola's Response", and these negotiated Service Terms and Conditions; the cover page for the Service Agreement; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities or inconsistencies, the order of priority shall be from highest to lowest: (1) these negotiated Service Terms and Conditions, (2) Motorola's Response, (3) the County's Bid, (4) cover page, and (5) other attachments, if any.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those post warranty maintenance, support, repair, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in the cover page to this Service Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.



4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed and accepted by Customer ("Service Warranty Period"). If the Customer does not deliver

notice of rejection of Services within the Service Warranty Period, then the Services shall be deemed automatically accepted. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10      DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death or direct damage to tangible property or the Indemnification Relating Infringement clause set forth in Section 22 of the Bid Clarifications document with a final version date of 9-6-2019, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service but in no case exceed (i) an amount equal to two (2) times the charges specified in the County's Purchase Order, or (ii) five hundred thousand dollars (\$500,000), whichever is greater. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.1.1 Any Customer created reports, documents, data, deliverables and/or other materials marked confidential or proprietary provided by Customer to Motorola under this Agreement ("Customer Works") will be the property of the Customer, will be kept confidential, and will be promptly returned at Customer's request. Motorola will not disclose, without Customer's written permission or as required by law, Customer Works or use Customer Works for any purpose other than performing its obligations under this Agreement. The obligation set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work with the County's written consent, of which such consent shall not be unreasonably withheld, but subcontracting will not relieve Motorola of its duties under this Agreement. To the extent the County's consent is delayed, the County acknowledges that Motorola's performance may be delayed and Motorola will not be responsible for any costs, expenses or damages arising from or associated with said delay.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Any Motorola assignment pursuant to this subsection 17.6 shall be to a responsible entity with capability to provide at a minimum same quality of products and/or services as Motorola under this Agreement. Motorola acknowledges any assignment under this Agreement is subject to GML Section 109(A).

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

## **Exhibit A**

### **SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement **will** continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.



## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

[illegible][illegible]

[illegible]

Date 3/14/19 Cauchon/Edwards



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/10/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A/C, No., Ext.): (866) 283-7122	FAX (A/C, No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER A:	Liberty Mutual Fire Ins Co	23035
	INSURER B:	Liberty Insurance Corporation	42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570078796634 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		TB2641005169079	07/01/2019	07/01/2020	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-019	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA764D005169089 All other States WC7641005169099 WI	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
RE: Bid #28760-02079-03 - Radio System Maintenance and Repair. Nassau County, New York is included as Additional Insured under the General Liability policy where required in writing and executed contract.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County, New York One West Street, 1st Floor Entrance Mineola NY 11501 USA	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  <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570078796634





## FORMAL BID RECOMMENDATION

BID NUMBER 28760-02079-003

OPEN March 14, 2019

TITLE: Radio System Maintenance and Repair

DATE: March 18, 2019

TO: BUYER - Timothy Funaro

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results	
		Bidder	
<p>Date: March 18, 2019 To: Supervisor      From: Buyer Timothy Funaro</p> <p>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.</p> <p><i>Timothy Funaro</i> Buyer</p>	Items	Recommend an award be given to Motorola Solutions Inc. as the lowest responsible bidder meeting specifications and bid terms.	
<p>Date: _____</p> <p>To: Director      From: Supervisor</p> <p><input type="checkbox"/>      <input type="checkbox"/></p> <p>Concur      Disagree (See Reverse)</p>			
<p>Date: <u>3/18/19</u></p> <p>To: Buyer      From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p>NO <input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p>YES <input type="checkbox"/> Subject to Legislature Approval</p> <p><i>scf</i> Director</p>			

Bid Title:

## Comparison OF Bids

Bid #'s

Recommended Vendor N/A

Requisition # N/A

% and \$ amount of difference plus or minus over

Pre-Encumbrance: N/A

Pre-Encumbrance #VALUE! #VALUE!

Buyer Timothy Funaro

Purchase Order #

Vendors												
line	qty	Motorola solutions		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	208233.08	208233.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208233.08
2	1	2498797.00	2498797.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2498797.00
3	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
8	1	104.95	104.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.95
9	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
10	1	239.50	239.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.50
11	1	116.90	116.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.90
12	1	278.60	278.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278.60
13	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
14	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
15	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
16	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
17	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
18	1	239.50	239.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.50
19	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
20	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
21	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
22	1	210.65	210.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.65
23	1	456.30	456.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	456.30
24	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
25	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
26	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
27	1	116.90	116.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.90
28	1	22.65	22.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.65
29	1	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.95
30	1	188.00	188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188.00
31	1	188.00	188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188.00
32	1	47.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.00
33	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
36	1	25.00	25.00	0.00	0.00	0.00	0.00	0	0.00			25.00
37	1	282.00	282.00									282.00
38	1	282.00	282.00									282.00
39	1	70.50	70.50									70.50
40	1	25.00	25.00									25.00
41	1	25.00	25.00									25.00
42	1	25.00	25.00									25.00
43	1	25.00	25.00									25.00
44												0.00
sum			2710680.33		0.00		0.00		0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
			2710680.33	Total	0.00	Total	0.00	Total	0.00	Total	0.00	2710680.33
Delivery	1 Day											
Terms	Net 30											
F.O.B.	Dest.											
Vin	361115800											
Tel No.	201-949-5503											
Verbal	David R. White Jr.											
Date	03/14/2019 e-mail											

Notes Formal Sealed Bid number 28760-02079-003 Title: Radio System Maintenance and Repair.

\* key 0= No bid