

CONTRACT EXTENSION

Contract Number: 042021-MOT

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell) Motorola Solutions 500 W Monroe St

Chicago, Illinois (Vendor) 60661-3671

have entered into Contract Number: 042021-MOT for the procurement of: Public Safety Communications Technology and Hardware Solutions

and

The Contract has an expiration date of 2025-06-23, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-06-23. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

—signed by: Jevemy Schwartz

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer Title

3/24/2025 | 12:46 PM CDT

Date

Signed by:

Scott Lus

Authorized Signature

Scott Lees

Name

RVP

Title

3/25/2025 | 1:11 PM CDT

Date



Solicitation Number: RFP #042021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at governmentowned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts listed below: Limits: \$1,000,000 each accident for bodily injury by accident \$1,000,000 policy limit for bodily injury by disease \$1,000,000 each employee for bodily injury by disease 2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage \$3,000,000 Personal and Advertising Injury \$5,000,000 aggregate for Products-Completed operations \$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Motorola Solutions, Inc.		
Jeveny Schwartz COFD2A139D06489	DocuSigned by: Carrie Hemmen BCC52DFA8464445		
Ву:	Ву:		
Jeremy Schwartz	Carrie Hemmen		
Title: Chief Procurement Officer	Title: MSSSI Territory Vice President & Director of Sales		
7/3/2021 8:47 AM CDT	7/2/2021 3:56 PM CDT		
Date:	Date:		

Approved:

DocuSigned by: 7E42B8F817A64CC

By: _

Chad Coauette Title: Executive Director/CEO 7/4/2021 | 6:43 PM CDT

Date:

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name:	Motorola Solutions, Inc.
Address:	500 W Monroe St Ste 4400 Chicago, IL 60661
Contact:	Lane Feingold
Email:	lane.feingold@motorolasolutions.com
Phone:	720-338-7624
HST#:	36-1115800

Submission Details

Created On:	Tuesday March 30, 2021 21:05:37
Submitted On:	Tuesday April 20, 2021 12:23:07
Submitted By:	Lane Feingold
Email:	lane.feingold@motorolasolutions.com
Transaction #:	a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address:	140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item Question

Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline.
		We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.
		For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications.
		In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements,	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.
	SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Motorola Solutions Annual reports from 2010 to the present can be found here: * http://investors.motorolasolutions.com/AnnualReports
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec- filings/QuarterlyResults/default.aspx"
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team

your employees, or the employees of a third party?	and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.
	Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.
	The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.
	From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.
	Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:
	 CET certification, Associates Degree in Electronics Engineering Technology, or equivalent Motorola R56 Certification Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:
	P25 System Technical Associate Certification ASTRO 25® Subscriber Portfolio Overview ASTRO 25® IV&D System Overview Introduction to R56 Basic Radio
	4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications. APX Subscriber Technical Associate Certification MCC7000 Console Maintenance Certification ASTRO 25® Repeater Site Lifecycle Maintenance Certification ASTRO 25® Simulcast Site Lifecycle Maintenance Certification ASTRO 25® Master Site Lifecycle Maintenance Certification
	The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques CompTIA Certifications: CompTIA Network+ CompTIA Secuity+ ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa)	
		Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	(RAD) RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT) Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*

Table 3: Industry Recognition & Marketplace Success

In the past five years in the point of the second of the point of the	Line Item	Question	Response *
Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and divers as well as providing fair working conditions for our employees. Forbes America's Best Large Employees, 2021 Built In 100 Best Large Companies to Work for Acea Built In 100 Best Large Companies to Work for Acea Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 Computer/World Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2020 Computer/World Best Places to Work in Chicago, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communil commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for / APX NEXT digital launch named are a finalist in Fast Company's Innovation by Design Award. 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 19 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014	16	recognition that your company has received	Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021
We've' been consistently recognized for our commitment to inclusion and divers as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 Flex.dobs Top 100 Companies to Wark for, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work In Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 Computer/World Best Places to Work In IT, 2020 Fast Company's 100 Best Workplaces for Iniversity, 2020 Disability Equality Index Best Places to Work, 2020 Disability Equality Index Best Places to Work, 2020 Bioomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communit commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Well Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in innovation. Fast Company Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2014 International Design Award, 19 awards since 2014			
Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communit commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 2014			We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees.
Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index. Best Places to Work, 2020 Bioomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communit commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsibile Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in Innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014			FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021
Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bioomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communit commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 19 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014			Built In 100 Best Large Companies to Work For, 2021
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Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and communit commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for / NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 19 awards since 2009 Red Dot Design Award, 19 awards since 2009 Australia Good Design Award, 19 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014			ComputerWorld Best Places to Work in IT, 2020
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https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html			https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications (""LMR"" or ""LMR Mission Critical Communications""), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. 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 largest customers are the U.S. 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 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx"	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications (""LMR"" or ""LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. 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 are the U.S. 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 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx"	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Question	Response *
Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.
Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.
Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13
Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items,
	including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager
	Sales force. Dealer network or other distribution methods. Service force. Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated

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		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.		
		The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.		
		The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.		
		Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.		
		MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads.		
		 Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. 		
		The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.		
		Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary.		
		We have also included the Mission Critical Operations white paper in our attachments for additional information.		
		Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.		
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking are of our customer and meeting our commitments that goes back decades.		
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.		
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.		

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training in never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.	*
		Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
		Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes.	
		Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	ଙ୍Yes ୦ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	ଜ Yes ୦ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	ି Yes ତ No	No.	*
70	Services related to lines 67, 68 and 69 above	ତ Yes C No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/, Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html, and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx? SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5.
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing Sourcewell RFP 042021 Pricing.pdf Monday April 19, 2021 18:16:04
- Upload Additional Document Sourcewell RFP 042021 Proposal Document.pdf Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are
 acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and
 related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or

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3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

➡ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes @ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	M	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	M	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	M	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	M	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	M	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	M	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	M	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	ল	2

SOURCEWELL STATE OF MINNESOTA



Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-19

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka and the following voted in favor: Mike Wilson, Sharon Thiel, Sara Nagel, Scott Veronen, Linda Arts, Ryan Thomas, and Greg Zylka.

and the following voted against: NONE.

whereupon said resolution was declared duly passed and adopted.

ATTEST

Clerk to the Board of Directors

OURCEWELL PROCUREMENT DEPARTMENT	APPENDIX A	
OARD ITEMS -July 2020		
equesting Board permission to Solicit the followi	ing categories:	
Body Armor with Related Equipment and Accesso	ries	
Public Safety Technology and Communications Ha	rdware and Services	
Public Safety Software with Related Services		
equesting Board permission to Re-Solicit the foll	owing categories:	
Janitorial Supplies and Related Custodial Products		
Food Products and Distribution with Related Equi		
NEW CONTRACTS		
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Chevin Fleet Solutions	022217-CVS	"Fleet Management and Related Technology"
PreCise MRM	022217-PRE	"Fleet Management and Related Technology"
Rush Truck Centers	102115-RTG	"School Buses with Related Parts and Services"
National Auto Fleet	120716-NAF	"Vehicles, Cars, Vans, SUVs and Light Trucks"
NEW ezIQC CONTRACTS		
Company Name	Contract Number	Type of Work and Region
Triton Services, inc.	KY-NC-GC01-062420-TRS	General Construction - State of Kentucky - North Central Area
Calhoun Construction Services	KY-NC-GC02-062420-CAC	General Construction - State of Kentucky - North Central Area
Place Services	KY-NC-GC03-062420-PLS	General Construction - State of Kentucky - North Central Area
F.H.Paschen	KY-NC-GC04-062420-FHP	General Construction - State of Kentucky - North Central Area
Lusk Mechanical Contractors Inc.	KY-NC-GC05-062420-LMC	General Construction - State of Kentucky - North Central Area
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	HVAC Construction - State of Kentucky - North Central Area
Lusk Mechanical Contractors Inc.	KY-NC-HVAC02-062420-LMC	HVAC Construction - State of Kentucky - North Central Area
Place Services, Inc	KY-NC-E01-062420-PLS	Electrical Construction - State of Kentucky - North Central Area
Lusk Mechanical Contractors Inc.	KY-NC-E02-062420-LMC	Electrical Construction - State of Kentucky - North Central Area
Lusk Mechanical Contractors Inc.	KY-NC-RW01-062420-LMC	Roofing/Weatherproofing - State of Kentucky - North Central Area
Tecta America	KY-NC-RW02-062420-TEA	Roofing/Weatherproofing - State of Kentucky - North Central Area
Place Services, Inc.	KY-W-GC01-062420-PLS	General Construction - State of Kentucky - Western Area
F.H. Paschen	KY-W-GC02-062420-FHP	General Construction - State of Kentucky - Western Area
Lusk Mechanical Contractors Inc.	KY-W-GC03-062420-LMC	General Construction - State of Kentucky - Western Area
Howard W. Pence, Inc.	KY-W-GC04-062420-HWP	General Construction - State of Kentucky - Western Area
Lusk Mechanical Contractors Inc.	KY-W-HVAC01-062420-LMC	HVAC Construction - State of Kentucky - Western Area
Place Services, Inc.	KY-W-E01-062420-PLS	Electrical Construction - State of Kentucky - Western Area
Lusk Mechanical Contractors Inc.	KY-W-E02-062420-LMC	Electrical Construction - State of Kentucky - Western Area
Lusk Mechanical Contractors Inc.	KY-W-RW01-062420-LMC	Roofing/Weatherproofing - State of Kentucky - Western Area
Tecta America	KY-W-RW02-062420-TEA	Roofing/Weatherproofing - State of Kentucky - Western Area
Place Services, Inc.	KY-E-GC01-062420-PLS	General Construction - State of Kentucky - Eastern Area
		General Construction - State of Kentucky - Eastern Area
	KY-E-GC02-062420-FHP	
F.H. Paschen	KY-E-GC02-062420-FHP KY-E-GC03-062420-LMC	General Construction - State of Kentucky - Eastern Area
F.H. Paschen Lusk Mechanical Contractors Inc.		General Construction - State of Kentucky - Eastern Area General Construction - State of Kentucky - Eastern Area
F.H. Paschen Lusk Mechanical Contractors Inc. Howard W. Pence, Inc.	KY-E-GC03-062420-LMC	
F.H. Paschen Lusk Mechanical Contractors Inc. Howard W. Pence, Inc. Lusk Mechanical Contractors Inc.	KY-E-GC03-062420-LMC KY-E-GC04-062420-HWP	General Construction - State of Kentucky - Eastern Area
F.H. Paschen Lusk Mechanical Contractors Inc. Howard W. Pence, Inc. Lusk Mechanical Contractors Inc. Place Services, Inc.	KY-E-GC03-062420-LMC KY-E-GC04-062420-HWP KY-E-HVAC01-062420-LMC	General Construction - State of Kentucky - Eastern Area HVAC Construction - State of Kentucky - Eastern Area
F.H. Paschen Lusk Mechanical Contractors Inc. Howard W. Pence, Inc. Lusk Mechanical Contractors Inc. Place Services, Inc. Lusk Mechanical Contractors Inc. Lusk Mechanical Contractors Inc.	KY-E-GC03-062420-LMC KY-E-GC04-062420-HWP KY-E-HVAC01-062420-LMC KY-E-E01-062420-PLS	General Construction - State of Kentucky - Eastern Area HVAC Construction - State of Kentucky - Eastern Area Electrical Construction - State of Kentucky - Eastern Area

ezIQC RENEWALS		
RETRO-TEK ENERGY SERVICES	CAREN-SCR-GL02-062718-RTE	
RETRO-TEK ENERGY SERVICES	CAREN-CIR-GL01-062718-RTE	
ACCO Engineered Systems, Inc.	CA-REN-SCR-M01-062718-AES	
RETRO-TEK ENERGY SERVICES	CAREN-SIR-GL02-062718-RTE	
Express Energy Services, Inc.	CAREN-SCR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-CR-M01-062718-AES	
Vincor Construction, Inc.	CA-CR-GB02-062718-VCI	
Horizons Construction Co. Int'l, Inc	CA-CR-GB01-062718-HCC	
ACCO Engineered Systems, Inc.	CA-REN-SIR-M01-062718-AES	
Express Energy Services, Inc.	CAREN-SIR-GL01-062718-EES	
Enterprise Electric Datacom	CA-CR-E01-062718-EED	
ACCO Engineered Systems, Inc.	CA-REN-CIR-M01-062718-AES	
Vazquez Commercial Contracting, LLC	MO03C-071117-VCC	
Brown & Root	MO03B-071117-BRI	
The Wilson Group	M002C-071117-TWG	
Brown & Root	MO02B-071117-BRI	
Reasbeck Construction, Inc.	MO02A-071117-RCI	
The Wilson Group	M001C-071117-TWG	
Vazquez Commercial Contracting, LLC	MO01B-071117-VCC	
Brown & Root	MO01A-071117-BRI	

SOURCEWELL STATE OF MINNESOTA



Member <u>Zy1ka</u> moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-17

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member______ and the following voted in favor: (list names here) wilson,Zylka, Veronen, Thomas, Thiel, Kircher and the following voted against: (list names here or "NONE") None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSianed by

Clerk to the Board of Directors

owing categories:	
following categories:	
Contract Number	Solicitation Title
	"Pest Management Services with Related Products"
	"Pest Management Services with Related Products"
	"Public Safety Communications Technology and Hardware Solution
	"Public Safety Communications Technology and Hardware Solution
	"Public Safety Communications Technology and Hardware Solution "Public Safety Communications Technology and Hardware Solution
	"Public Safety Communications Technology and Hardware Solution "Public Safety Communications Technology and Hardware Solution
	"Public Safety Communications Technology and Hardware Solution "Public Safety Communications Technology and Hardware Solution
	"Public Safety Communications Technology and Hardware Solution "Public Safety Communications Technology and Hardware Solution
042021-000	
042021-ZET	"Public Safety Communications Technology and Hardware Solution
Contract Number	Solicitation Title
062817-HLA	"Airport Consumable Products with Related Supplies and Services"
Contract Number	State - Region - Type of Work
MD-R1-GC01-052621-S1E	State of Maryland - Region 1 - General Construction
MD-R1-GC02-052621-FHP	State of Maryland - Region 1 - General Construction
MD-R1-GC03-052621-CCE	State of Maryland - Region 1 - General Construction
MD-R1-GC04-052621-JLC	State of Maryland - Region 1 - General Construction
	State of Maryland - Region 1 - Electrical Construction
	State of Maryland - Region 1 - Roofing/Waterproofing Construction
	State of Maryland - Region 2- General Construction State of Maryland - Region 2 - General Construction
	State of Maryland - Region 2 - General Construction
	State of Maryland - Region 2 - General Construction
	State of Maryland - Region 2 - General Construction
	State of Maryland - Region 2 - HVAC/Mechanical Construction
MD-R2-E01-052621-BEC	State of Maryland - Region 2 - Electrical Construction
MD-R2-E02-052621-VGL	State of Maryland - Region 2 - Electrical Construction
	State of Maryland - Region 2 - Roofing/Waterproofing Construction
MD-R2-RW01-052621-SKY	State of Maryland Region 2 Rooming Waterprooning construction
MD-R2-RW01-052621-SKY MD-R3-GC01-052621-NIC	State of Maryland - Region 2 - General Construction
MD-R3-GC01-052621-NIC	State of Maryland - Region 3 - General Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE	State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI	State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL	State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL MD-R3-HVAC01-052621-VGL	State of Maryland - Region 3 - General ConstructionState of Maryland - Region 3 - HVAC/Mechanical Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL MD-R3-HVAC01-052621-VGL	State of Maryland - Region 3 - General ConstructionState of Maryland - Region 3 - HVAC/Mechanical Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL MD-R3-HVAC01-052621-VGL MD-R3-HVAC02-052621-ALM	State of Maryland - Region 3 - General ConstructionState of Maryland - Region 3 - HVAC/Mechanical ConstructionState of Maryland - Region 3 - HVAC/Mechanical Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL MD-R3-HVAC01-052621-VGL MD-R3-HVAC02-052621-ALM MD-R3-E01-052621-BEC	State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - General Construction State of Maryland - Region 3 - HVAC/Mechanical Construction State of Maryland - Region 3 - HVAC/Mechanical Construction State of Maryland - Region 3 - Electrical Construction State of Maryland - Region 3 - Electrical Construction State of Maryland - Region 3 - Electrical Construction State of Maryland - Region 3 - Electrical Construction
MD-R3-GC01-052621-NIC MD-R3-GC02-052621-CCE MD-R3-GC03-052621-PAI MD-R3-GC04-052621-VGL MD-R3-HVAC01-052621-VGL MD-R3-HVAC02-052621-ALM MD-R3-E01-052621-BEC MD-R3-E02-052621-PAI	State of Maryland - Region 3 - General ConstructionState of Maryland - Region 3 - HVAC/Mechanical Construction
	042821-ECO 042821-ORK 042021-ICM 042021-IAC 042021-L3H 042021-PUR 042021-PUR 042021-RDO 042004-RDO 042021-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 042004-RDO 0400-RDO 040

Centennial Contractors Enterprises	MD-R4-GC02-052621-CCE	State of Maryland - Region 4 - General Construction
Keller Brothers, Inc.	MD-R4-GC03-052621-KBI	State of Maryland - Region 4 - General Construction
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	State of Maryland - Region 4 - General Construction
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	State of Maryland - Region 4 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	State of Maryland - Region 4 - HVAC/Mechanical Construction
Bethel Electric Construction Company of		
Maryland, LLC	MD-R4-E01-052621-BEC	State of Maryland - Region 4 - Electrical Construction
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	State of Maryland - Region 4 - Electrical Construction
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	State of Maryland - Region 5 - General Construction
Paige Industrial Services, Inc,	MD-R5-GC03-052621-PAI	State of Maryland - Region 5 - General Construction
Centennial Contractors Enterprises	MD-R5-GC04-052621-CCE	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	State of Maryland - Region 5 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	State of Maryland - Region 5 - HVAC/Mechanical Construction
Bethel Electric Construction Company of		
Maryland, LLC	MD-R5-E01-052621-BEC	State of Maryland - Region 5 - Electrical Construction
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	State of Maryland - Region 5 - Electrical Construction
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	State of Maryland - Region 5 - Paving/Concrete/Asphalt Construction
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	State of Maryland - Region 6 - General Construction
Keller Brothers, Inc.	MD-R6-GC02-052621-KBI	State of Maryland - Region 6 - General Construction
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	State of Maryland - Region 6 - General Construction
Centennial Contractors Enterprises	MD-R6-GC04-052621-CCE	State of Maryland - Region 6 - General Construction
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	State of Maryland - Region 6 - HVAC/Mechanical Construction
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	State of Maryland - Region 6 - HVAC/Mechanical Construction
Bethel Electric Construction Company of		
Maryland, LLC	MD-R6-E01-052621-BEC	State of Maryland - Region 6 - Electrical Construction
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	State of Maryland - Region 6 - Electrical Construction
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	State of Maryland - Region 6 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	State of Maryland - Region 6 - Paving/Concrete/Asphalt Construction
ezIQC RENEWALS		
Company Namo	Contract Number	
Company Name	Contract Number	
I.B. Abel, Inc.	MD-WMA-E01-042419-IBA	
I.B. Abel, Inc. FHP Tectonics Corp.	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc.	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc. S & S Electric Co	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI MD-WMA-E02-042419-SSE	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc. S & S Electric Co F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI MD-WMA-E02-042419-SSE MI-DET-GC-B-050118-FHP	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc. S & S Electric Co F.H. Paschen, S.N. Nielsen & Associates, LLC Marshall Contracting Services	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI MD-WMA-E02-042419-SSE MI-DET-GC-B-050118-FHP MI-LAN-C-A-050118-MCS	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc. S & S Electric Co F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI MD-WMA-E02-042419-SSE MI-DET-GC-B-050118-FHP	
I.B. Abel, Inc. FHP Tectonics Corp. Hite Roofing The Matthews Group Carl Belt, Inc. S & S Electric Co F.H. Paschen, S.N. Nielsen & Associates, LLC Marshall Contracting Services Marshall Contracting Services	MD-WMA-E01-042419-IBA MD-WMA-GC01-042419-FTC MD-WMA-R02-042419-HAS MD-WMA-GC02-042419-TMG MD-WMA-GC03-042419-CBI MD-WMA-E02-042419-SSE MI-DET-GC-B-050118-FHP MI-LAN-C-A-050118-MCS MI-LAN-WSUI-A-050118-MCS	
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Allied Building Service Company of Detroit, Inc.	MI-GRP-E-A-050118-ABS	
Alled Building Service Company of Decioic, Inc.	WI-GRF-L-A-050118-AB5	
Allied Building Service Company of Detroit, Inc.	MI-GRP-HVAC-A-050118-ABS	
Bloom Roofing Systems, Inc.	MI-DET-R-A-050118-BRS	
PEL Construction LLC	MI-GRP-GC-A-050118-PGC	
Wesfield Construction Co. Inc.	NH-GMVR-GC-A-061218-WCC	
Jordy & Company	CO-GC02-050219-JOR	
Happel & Associates, Inc.	CO-GC01-050219-HAI	
Triton Services. Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
Tecta America Corp	KY-NC-RW02-062420-TEA	
Tecta America Corp	KY-E-RW02-062420-TEA	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
The Lusk Group	KY-NC-HVAC02-062420-LMC	
ACCO Engineered Systems, Inc.	CA-REN-CIR-M01-062718-AES	
Enterprise Electric Datacom	CA-CR-E01-062718-EED	
Express Energy Services, Inc.	CAREN-SIR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SIR-M01-062718-AES	
Horizons Construction Co. Int'l, Inc	CA-CR-GB01-062718-HCC	
Vincor Construction, Inc.	CA-CR-GB02-062718-VCI	
ACCO Engineered Systems, Inc.	CA-CR-M01-062718-AES	
Express Energy Services, Inc.	CAREN-SCR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SCR-M01-062718-AES	
Brown & Root	MO01A-071117-BRI	
Vazquez Commercial Contracting, LLC	MO01B-071117-VCC	
The Wilson Group	M001C-071117-TWG	
Reasbeck Construction, Inc.	MO02A-071117-RCI	
Brown & Root	MO02B-071117-BRI	
The Wilson Group	M002C-071117-TWG	
Brown & Root	MO03B-071117-BRI	
Vazquez Commercial Contracting, LLC	M003C-071117-VCC	
ezIQC CONTRACT EXTENSIONS		
Company Name	Contract Number	
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COMMENT AND REVIEW to the REQUEST FOR PROPOSAL (RFP) #042021 Entitled

Public Safety Communications Technology and Hardware Solutions

The following advertisement was placed March 2, 2021 in USA Today, in South Carolina's The State, in The Oklahoman and on the Sourcewell website <u>www.sourcewell-mn.gov</u>, Sourcewell Procurement Portal <u>https://proportal.sourcewell-mn.gov</u>, Biddingo, Merx, The New York State Contract Reporter <u>www.nyscr.ny.gov</u>, PublicPurchase.com, and March 3, 2021 in Oregon's Daily Journal of Commerce:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewellmn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2Amplify	MKI Group, LLC
3C Information Solutions, Inc.	MKJ Communication, Inc.
9349-8350 Quebec, Inc.	Mobili-Fi, LLC
Airgain	Motorola Solutions, Inc.
AT&T Mobility National Accounts, LLC	MRF Geosystems Corporation
Atos Public Safety	Multipath Data, Inc.
Avèro LLC dba Avèro Advisors	Muska Electric Co.
Axon Enterprise, Inc.	Mutualink, Inc.
Bearcom	Mvation Worldwide, Inc.
Bell Canada	National Tek Services, Inc.
Carahsoft Technology Corporation	Nest Wireless Global
Changing Environments, Inc.	Netsync
Clutch Solutions	Network Innovations

Communications Engineering Company	NEWCOM Wireless Services, LLC
Comtech Solacom Technologies	North South 804 Apps, LLC
Connected Solutions Group	Northland Business Systems, Inc.
ConvergeOne	Octernion Consultants, Incorporated
Cooperative Services, LLC	Off Duty Management
CrisisGo	Pierson Wireless
Cutcom Software, Inc.	Point Wireless Brokers, LLC
Daniels Electronics DBA Codan	
Communications	Portable Computer Systems, Inc.
DataRemote, Inc.	Power Products Unlimited, LLC
Deborah Alston	PowerTrunk, Inc.
Delco Automation, Inc.	Prairie Mobile Communications
Discount Two-Way Radio Corporation	Prime Vendor, Inc.
East Coast Awakening, LLC	PURVIS Systems, Incorporated
Electro Watchman, Inc.	RACOM Corporation
	RadioMobile, Inc.
Eleven-x, Incorporated Envisage Technologies	· · · ·
	Rescue 42, Incorporated
Ergoflex Systems, Inc. dba Xybix Systems, Inc.	RoadHog, Inc.
Eventide, Inc.	Roadpost, Inc.
Exacom	Ron Turley Associates
Extreme Networks, Inc.	RUSD SOLUTIONS
Fleetcard, Inc	Samsung Electronics Canada
Gap Wireless	Saskatchewan Telecommunications
GetWireless, LLC	Siemens Canada, Limited
Helix Advanced Communications &	
Infrastructure, Inc.	Sufian Munir, Inc.
HQE Systems, Inc.	SWISSPHONE, LLC
HydeInfoTech	Telnet, Inc.
Icom America, Inc.	Teltech Communications, LLC
IM Wireless Communications, Ltd.	Tessco, Incorporated
Inspiron Logistics	The ActOne Group, Inc.
Inteliquent	The IT Architect Corporation
International Business Information	
Technologies, Inc.	The Sen-Will Group
	Titan Health and Security Technologies,
International Public Safety Data Institute	Inc.
IP Access International, LLC	Track Star International, Inc.
IVCI, LLC	Trispec Communications
iVedha, Inc.	Upstate Communication and Security
JVCKENWOOD Canada	US Digital Designs, Inc.
JVCKENWOOD USA Corporation	Utility Associates, Inc.
Kymeta Corp.	Vaisala, Inc.
L3Harris Technologies, Inc.	Voice Products, Inc.
Lakeshore Learning Materials	WCI Whyte Communications
Locution Systems, Inc.	Westnet, Inc.

Microwave Networks	Xenon Services, LLC
Mission Critical Partners, LLC	Zetron, Inc.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 20, 2021, at 4:36:44 pm CT. Proposals were received from the following:

AT&T Mobility National Accounts, LLC Avèro LLC dba Avèro Advisors **Discount Two-Way Radio Corporation** East Coast Awakening, LLC dba ECA Eventide, Inc. GetWireless, LLC Icom America, Inc. **IP** Access International, LLC L3Harris Technologies, Inc. Motorola Solutions, Inc. **NEWCOM Wireless Services, LLC** Power Products Unlimited, LLC PowerTrunk, Inc. Prairie Mobile Communications PURVIS Systems, Incorporated **RACOM** Corporation RadioMobile, Inc. Rescue 42, Incorporated Tessco, Incorporated US Digital Designs, Inc. Utility Associates, Inc. Westnet, Inc. Zetron, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst Carol Jackson, Procurement Analyst Jake Denning, Procurement Analyst Tom Sharbonno, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Icom America, Inc., is offering a wide selection of products and services for amateur, land, mobile, avionic, marine, and network technologies. Their sales and distribution network can serve participating entities in the United States and Canada. Icom is offering favorable payment terms to Sourcewell participating entities, along with significant discounts off retail pricing.

IP Access International, LLC, is providing solutions that are engineered and designed around satellite architecture to deliver satellite-based IP connectivity. Their sales and distribution network is ready to serve Sourcewell participating entities throughout the United States and Canada. IP Access also has strategically placed data centers to maximize service delivery. They are offering Sourcewell participating entities competitive discounts on their solutions.

L3Harris Technologies, Inc., is a manufacturer offering portable radios, mobile radios, control stations, remote stations, base stations, dispatch consoles, and portable communication systems. L3 Harris is supported by a strong reseller network and service force in the United States and Canada. They are offering a considerable discount off list price for Sourcewell participating entities.

Motorola Solutions, Inc., is a manufacturer and service provider offering land, mobile, and portable radios, base stations, radio dispatch consoles, interoperability solutions, fire station alerting solutions and services, broadband wireless infrastructure, radio and broadband site infrastructure, broadband and LTE communication, implementation, and maintenance equipment and services. Motorola has a robust sales force and manufacturer representatives throughout the United States. They are offering a solid discount off list price.

PURVIS Systems, Incorporated, is a manufacturer and service provider offering products that integrate the flow of incident data between dispatch systems and fire station alerting systems. Their sales and service force are available to Sourcewell participating entities in the United States. PURVIS is offering tax-exempt municipal leasing options, along with competitive discounts for Sourcewell participating entities.

RadioMobile, Inc., is offering fire and EMS alerting systems, networking communications equipment, end-point mobile data terminals, and related control systems. The RadioMobile sales and support staff can provide their solutions to Sourcewell participating entities throughout the United States and Canada. RadioMobile is a Veteran-Owned Small Business. They are offering a significant discount to Sourcewell participating entities.

Westnet, Inc., manufacturers, installs, and provides maintenance services for the First-In Fire Station Alerting System. Their sales and service team is available to Sourcewell participating entities throughout the United States and Canada with 24/7/365 support. Westnet is a certified Small Business Entity. Sourcewell participating entities will receive notable discounts off list price.

Zetron, Inc., is offering integrated IP-based solutions combining NG9-1-1 call-taking, CAD, GIS mapping, radio/telephony dispatch, and fire station alerting systems. Zetron's products are available to Sourcewell participating entities through their United States and Canadian sales networks. They are offering a solid discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #042021 to:

Icom America, Inc.	#042021-ICM
IP Access International, LLC	#042021-IAC
L3Harris Technologies, Inc.	#042021-L3H
Motorola Solutions, Inc.	#042021-MOT
PURVIS Systems, Incorporated	#042021-PUR
RadioMobile, Inc.	#042021-RDO

Westnet, Inc. Zetron, Inc. #042021-WNT #042021-ZET

The preceding recommendations were approved on June 17, 2021.

— Docusigned by: the Austin

Kim Austin, MBA, CPPB, Procurement Lead Analyst

— DocuSigned by: Carol Jackson — 6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by: Jake Denning COAAB008D300471...

Jake Denning, Procurement Analyst

-DocuSigned by:

Tom Sharbonno -D12CB58EFE9146E...

Tom Sharbonno, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #042021** for **Public Safety Communications Technology and Hardware Solutions**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by: Jeremy Schwartz - COFD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO Chief Procurement Officer Proposal Evaluation Public Safety Communications Technology and Hardware Solutions RFP #042021



		AT&T Mobility National	Avèro LLC dba Avèro	Discount Two-Way Radio	East Coast Awakening, LLC							NEWCOM Wireless	Power Products Unlimited,
		Accounts, LLC	Advisors	Corporation	dba ECA	Eventide, Inc.	GetWireless, LLC	Icom America, Inc.	IP Access International, LLC	L3Harris Technologies, Inc.	Motorola Solutions, Inc.	Services, LLC	LLC
	Possible Points												
Conformance to RFP													
Requirements	50	30	39	40	19	36	40	43	43	43	42	35	38
Pricing	400	273	311	332	276	320	306	338	341	324	340	308	324
Financial Viability and													
Marketplace Success	75	66	58	64	51	59	65	63	63	65	65	56	52
Ability to Sell and Deliver													
Service	100	78	75	73	55	75	78	83	81	85	85	62	78
Marketing Plan	50	41	36	36	35	38	39	40	43	39	43	31	35
Value Added Attributes	75	66	56	52	53	55	57	61	60	59	61	44	54
Warranty	50	41	24	41	37	42	41	44	41	43	40	34	42
Depth and Breadth of Offered													
Equipment, Products, or													
Services	200	160	123	155	108	151	153	171	151	175	178	146	135
Total Points	1,000	755	722	793	634	776	779	843	823	833	854	716	758
Rank Order		19	20	10	23	13	12	3	6	5	1	21	1 16.5

			Prairie Mobile	PURVIS Systems,								
		PowerTrunk, Inc.	Communications	Incorporated	RACOM Corporation	RadioMobile, Inc.	Rescue 42, Incorporated	Tessco, Incorporated	US Digital Designs, Inc.	Utility Associates, Inc.	Westnet, Inc.	Zetron, Inc.
	Possible Points											
Conformance to RFP												
Requirements	50	36	35	43	40	41	40	36	44	42	43	
Pricing	400	314	231	324	330	338	289	311	281	303	344	3
Financial Viability and												
Marketplace Success	75	54	52	65	62	59	57	59	60	61	62	
Ability to Sell and Deliver												
Service	100	75	61	79	68	80	79	75	79	80	77	
Marketing Plan	50	36	35	40	32	45	40	40	42	41	45	
Value Added Attributes	75	51	43	63	52	66	61	46	58	63	65	
Warranty	50	43	33	40	39	45	42	36	40	42	43	
Depth and Breadth of Offered												
Equipment, Products, or												
Services	200	161	160	166	171	174	149	155	158	154	161	1
Total Points	1,000	770	650	820	794	848	757	758	762	786	840	8
Rank Order		14	22	8	9	2	18	16.5	15	11	4	

DocuSigned by: kim Austin

_____6830543C58384D1..._____ Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by: Carol Jackson -6EE63AEDED5F46E.. Carol Jackson, Procurement Analyst

DocuSigned by: Jake Denning Jake Denning, Procurement Analyst



_____D12CB58EFE9146E... Tom Sharbonno, Procurement Analyst

alvst Tom Sharb



Proposal Opening Record

Date of opening: April 20, 2021

Sourcewell posted Request for Proposal #042021, for the procurement of Public Safety Communications Technology and Hardware Solutions, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, March 2, 2021, and the solicitation remained in an open status within the portal until April 20, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on April 20, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #042021 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

AT&T - Submitted 4/19/21 at 9:22:29 PM Avero, LLC - Submitted 4/20/21 at 11:51:37 AM Discount Two-Way Radio Corporation - Submitted 4/20/21/at 4:27:13 PM East Coast Awakening, LLC - Submitted 4/19/21 at 5:24:22 PM Eventide, Inc. - Submitted 4/16/21 at 8:53:14 AM GetWireless, LLC - Submitted 4/20/21 at 11:30:40 AM Icom America, Inc. - Submitted 4/20/21 at 3:09:05 AM IP Access International, LLC - Submitted 4/20/21 at 3:05:38 PM L3Harris Technologies, Inc. - Submitted 4/19/21 at 4:08:17 PM Motorola Solutions, Inc. - Submitted 4/20/21 at 12:23:07 PM NEWCOM Wireless Services, LLC - Submitted 4/20/21 at 3:11:25 PM Power Products Unlimited, LLC - Submitted 4/16/21 at 2:38:09 PM PowerTrunnk, Inc. - Submitted 4/20/21 at 11:28:16 AM Prairie Mobile Communications - Submitted 4/20/21 at 3:42:47 PM PURVIS Systems, Incorporated - Submitted 4/19/21 at 1:34:58 PM RACOM Corporation - Submitted 4/20/21 at 11:34:17 AM RadioMobile, Inc. - Submitted 4/16/21 at 2:05:10 PM Rescue 42, Incorporated - Submitted 4/20/21 at 4:10:05 PM Tessco, Incorporated - Submitted 4/20/21 at 10:32:21 AM US Digital Designs, Inc. - Submitted 4/19/21 at 3:25:48 PM

Utility Associates, Inc. - Submitted 4/20/21 at 2:09:56 PM Westnet, Inc. - Submitted 4/20/21 at 4:06:06 PM Zetron, Inc. - Submitted 4/20/21 at 12:46:05 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on April 20, 2021, at 4:36:44 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by: Arus Robinson 74344AB8E2344E7

Chris Robinson, CPSM, Procurement Manager

DocuSigned by: arol Jackson 6EE63AEDED5F46E

Carol Jackson, Procurement Analyst



RFP #042021 REQUEST FOR PROPOSALS for Public Safety Communications Technology and Hardware Solutions

Proposal Due Date: April 20, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 20, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 2, 2021
Pre-proposal Conference:	March 30, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 13, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 20, 2021 , 4:30 p.m., Central Time Late responses will not be considered.
Proposal Due Date: Opening:	• • • • •

** SEE RFP SUB-SECTION V. G. "OPENING"

I. <u>ABOUT SOURCEWELL PARTICIPATING ENTITIES</u>

A. <u>SOURCEWELL</u>

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal
 organizations, school boards, and publicly-funded academic, health, and social service
 entities referred to as MASH sector (this should be construed to include but not be
 limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as
 well as any corporation or entity owned or controlled by one or more of the preceding
 entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <u>https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator</u>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. <u>REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES</u>

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

- a. Fire or EMS station alerting or paging systems;
- b. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Land Mobile Radios (LMR);
 - ii. Satellite communication equipment;
 - iii. Portable and deployable wireless hubs;
 - iv. Mesh networks and mesh radios;
 - v. Routers; and,
 - vi. High Power User Equipment (HPUE) for LTE.
- c. Airborne, marine, and underwater communication systems; and,
- d. Services related to the offering of the solutions described in Sections 1. a. c. above, including installation, training, maintenance, integration, support, and customization.

2. The primary focus of this solicitation is on communications technology and hardware and the related delivery of services. Platform as a Service (PaaS) and integrated software solutions are allowed. However, this solicitation should NOT be construed to include "software-only" solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
- b. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
- c. Technology Catalog Solutions (RFP #081419);
- d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
- e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
- f. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- g. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
- h. Public Safety Software (RFP #TBD).

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. <u>REQUIREMENTS</u>

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

- 1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. <u>PRICING</u>

A. <u>REQUIREMENTS</u>

All proposed pricing must be:

- 1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

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(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S. and Canadian dollars (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

- 1. Clearly identify the affected article and section, and
- 2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. <u>RFP PROCESS</u>

A. <u>PRE-PROPOSAL CONFERENCE</u>

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time. If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. <u>GENERAL PROPOSAL REQUIREMENTS</u>

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. <u>PROPOSAL WITHDRAWAL</u>

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. <u>OPENING</u>

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

• The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

• Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. <u>RIGHTS RESERVED</u>

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/5/2021

Addendum No. 1 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In RFP Section II. E. Estimated Contract Value & Usage, Sourcewell estimates annual transaction volume for contracts resulting from the RFP at USD \$80 Million, are you able to provide an allocation of estimated volume by equipment types and for Canada?

Answer 1:

The estimated value of all resultant contracts provided in RFP Section II. E. is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by equipment type.

Question 2:

Will you be selecting only one vendor for each of the items described in the requested equipment, product or services?

Answer 2:

Refer to RFP Section VI. Evaluation and Award for additional detail on award determinations.

Question 3:

Can we have access to the safety standards or the websites where we can get them?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the resources or reference materials for preparation of a proposal. It is left to the discretion of each proposer to make that determination.

Question 4:

Is there a preferred list of products or brands that one can assess and propose with our services including along with our installation, integration, maintenance, training, support, and customization services?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B.

Question 5:

What is the location this bid will support?

Answer 5:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on specific locations for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed for the largest possible cross-section of Sourcewell current and future Participating Entities. Refer to RFP Section I. B. for additional details.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 2 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Sourcewell RFP has been posted on several different web sites, does one have to submit a proposal to each of them separately for the respective territories?

Answer 1:

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

Question 2:

Does this solicitation include mobile data terminals which would be installed inside vehicles as endpoints for communications? Is the LMR equipment and ecosystem, or the satellite communications equipment, for voice only, data only, or both?

Answer 2:

Refer to Addendum 1, Answer 4.

Question 3:

Is this solicitation for the equipment only, or the complete engineering of the system including design, site surveys, installation, testing, etc.?

Answer 3:

Refer to RFP Section II. B. for the complete description of requested equipment, products, or services. "A Proposer may elect to offer a materials-only solution, a turn-

key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required. ... Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either inhouse or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed."

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/25/2021

Addendum No. 3 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As a result of the subsequent publication of the solicitation referenced in RFP Subsection II. B. 3. h., the text of the RFP is updated. RFP Subsection II. B. 3. h. is revised to remove "TBD", and to insert the updated solicitation number, which will now read as follows:

* * * *

h. Public Safety Software (RFP #051321)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/25/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to name subcontractors/resellers to their proposal if the same subcontractor/reseller is also submitting their own response but with product lines not manufactured by the vendor naming them as a subcontractor/reseller?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

In addition, each Proposer is required to complete the *Proposer Affidavit and Assurance* of *Compliance* in Step 3 of the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/5/2021

Addendum No. 5 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does Sourcewell have a sample submission available to view?

Answer 1:

Sourcewell does not maintain a sample submission on file. Past contracts awarded using the Sourcewell Procurement Portal submission process, which include the proposal questionnaire tables as an attachment, may be viewed on the Sourcewell website (<u>www.sourcewell-mn.gov</u>). To locate a contract, access the Search function at the top of the website homepage and enter the RFP number of the submission of interest. After reaching the selected vendor web page, select the "Contract Documents" button on the left-hand margin of the screen to find the contract link.

Alternatively, awarded contracts may be found on the Sourcewell website using the "Vendors & Contracts" page, located in the "Cooperative Purchasing" drop-down menu in the top margin. [Note, only proposals submitted for or after RFP#052919 utilized the Sourcewell Procurement Portal submission process. (i.e., RFP#MMDDYY)]

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/5/2021, is required at the time of proposal submittal.



4/7/2021

Addendum No. 6 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Several of the Questionnaire Tables within the Portal inquire about the government, education, and non-for-profit sectors. Will these questions be edited to refer exclusively to the Public Safety sector?

Answer 1:

No modification of the Questionnaire Tables is contemplated.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 7 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this Sourcewell RFP have an MBE requirement or goal to be met?

Answer 1:

No, Sourcewell has not established an MBE requirement or goal for this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell provide a list of all the prospective bidders that attended the preproposal conference?

Answer 2:

Sourcewell will not disclose the list of pre-proposal conference attendees. That data is classified as non-public at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 8 Solicitation Number: RFP 042021 Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell grant a one-week extension of the due date?

Answer 1:

An extension of the due date is not contemplated.

Question 2:

In Table 8, Question #40, what is meant by a hub partner?

Answer 2:

"HUB" is an acronym for historically underutilized business.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.